

1 potential retaliation by acting as named plaintiffs. Moreover, they assisted in drafting the  
2 complaint and responding to discovery. *See* Dkt. No. 104, Stebner Decl. ¶ 31. Finally, Ms.  
3 Moulton, acting as guardian ad litem, prepared and appeared for deposition, and participated in  
4 settlement discussions. *Id.* In light of Plaintiffs' service to the class, the Court finds that the  
5 requested service awards are fair and reasonable.

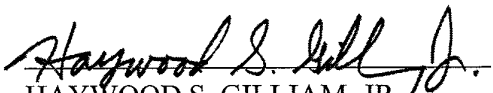
### 6 **III. CONCLUSION**

7 For the foregoing reasons, the Court orders as follows:

- 8 1. The Court grants final approval of the proposed settlement and plan of  
9 administration.
- 10 2. The Court awards class counsel \$3,667,065.82 in attorneys' fees.
- 11 3. The Court awards class counsel \$122,722.41 in costs.
- 12 4. The Court grants service awards of \$7,500 to Plaintiff Winans, by and through his  
13 guardian ad litem, Renee Moulton, and \$3,500 to Plaintiff Richardson, as trustee of  
14 the Wilma F. Fritz Trust.
- 15 5. The class members who requested to opt out of the settlement are excluded from  
16 the class.
- 17 6. This action is hereby dismissed with prejudice, with each side to bear its own  
18 attorneys' fees and costs, except as provided in the Settlement Agreement.
- 19 7. The parties shall file a proposed judgment within three days of the date of this  
20 Order.

21 **IT IS SO ORDERED.**

22 Dated: 1/11/2016

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HAYWOOD S. GILLIAM, JR.  
United States District Judge

# Exhibit D

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Attorneys for Plaintiffs and the proposed Class

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Arville Winans, by and through his  
 Guardian ad litem, Renee Moulton,  
 on his own behalf and on behalf of  
 others similarly situated,

Plaintiffs,

v.

Emeritus Corp. and Does 1 Through  
 100,

Defendants.

CASE NO. 3:13-cv-03962-SC

**[PROPOSED] ORDER GRANTING MOTION  
 FOR ATTORNEYS' FEES, COSTS, AND  
 SERVICE AWARDS**

Date: September 25, 2015  
 Time: 10:00 a.m.  
 Dept.: Courtroom 1  
 Judge: Hon. Samuel Conti

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[PROPOSED] ORDER GRANTING MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS  
*Winans, et al, vs. Emeritus Corp., et al, Case No. 3:13-cv-03962-SC*

## INTRODUCTION

Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards ("Motion") came on for hearing on September 25, 2015, at 10:00 a.m., in Courtroom 1 of the United States District Court for the Northern District of California, San Francisco Division.

Class Counsel moved the Court for an award of \$4,168,756.91 in attorneys' fees; \$121,243.09 in litigation expenses and costs; and service awards in the amount of \$7,500 to Named Plaintiff Arville Winans, by and through his Guardian ad litem, Renee Moulton, and \$3,500 to Named Plaintiff Ruby Richardson as Trustee of the Wilma F. Fritz Trust (for a total of \$11,000).

Having considered the Parties' Stipulation of Settlement; Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards ("Motion"); the Memorandum of Points and Authorities in support of the Motion; the Declarations and exhibits attached thereto of Kathryn Stebner, Chris Healey, Guy Wallace, Michael Thamer, Robert Arns, Timothy Needham, Richard M. Pearl, Renee Moulton, and Ruby Richardson; relevant legal authority; the record in this case; and the argument of Counsel at the hearing thereon; the Court hereby FINDS, ORDERS, AND ADJUDGES as follows:<sup>1</sup>

### **I. THE AGREED-UPON ATTORNEYS' FEE REQUEST IS FAIR, REASONABLE, AND JUSTIFIED**

California law governs the attorneys' fee award here because Plaintiffs' claims arise under California law. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9<sup>th</sup> Cir. 2002).

In this action, Plaintiffs asserted jury claims under the Consumers Legal Remedies Act, Cal. Civil Code § 1750 *et seq.*, which requires mandatory payment of attorneys' fees and costs to successful plaintiffs. The attorneys' fees provision of the CLRA, Section 1780(e), states: "The court *shall* award court costs and attorney fees to a prevailing plaintiff in litigation filed pursuant

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<sup>1</sup> The Court, for purposes of this Order Granting Motion for Attorneys' Fees, Costs, and Service Awards, adopts and incorporates the terms and definitions set forth in the Stipulation of Settlement ("SS").

1 to this section.” Thus, some award of attorneys’ fees is mandatory. *Kim v. Euromotors West*, 149  
2 Cal. App. 4th 170, 177 (2007).

3 Under California law, the Court is empowered to award reasonable attorneys’ fees and  
4 costs when a litigant proceeding in a representative capacity has achieved a “substantial benefit”  
5 for a class of persons. *Serrano III v. Priest*, 20 Cal. 3d 25, 38 (1977) (“*Serrano III*”). There are  
6 two methods of calculating attorneys’ fees in civil class actions: (1) the lodestar/multiplier  
7 method, and (2) the percentage of recovery method. *Wershba v. Apple Computer, Inc.*, 91 Cal.  
8 App. 4th 224, 254 (2001). While the Court has discretion, one recognized approach is to  
9 determine the plaintiffs’ lodestar fees, determine whether a multiplier is warranted, and then  
10 “cross check” the propriety of that amount as a percentage of the overall recovery. *See Lealao v.*  
11 *Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 49-50 (2000).

12 **A. Class Counsel’s Fee Request is Reasonable Under the Lodestar Analysis**

13 Under California law, “[t]he primary method for establishing the amount of reasonable  
14 attorney fees is the lodestar method.” *In re Vitamin Cases*, 110 Cal. App. 4th 1041, 1052 (2003),  
15 (internal quotation marks and citations omitted). *See also, Serrano III*, 20 Cal. 3d at 49 (quoting  
16 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974)); *Lealao*, 82 Cal. App. 4th at  
17 39; *In re Bluetooth Headset Products Liab. Lit.*, 654 F.3d 935, 941 (9th Cir. 2011) (citing  
18 *Cunningham v. County of Los Angeles*, 879 F.2d 481, 488 (9th Cir. 1988). Applicable precedents  
19 support the reasonableness of the fees requested here.

20 **1. Class Counsels’ Lodestar Amounts Are Reasonable**

21 The lodestar method requires the Court to determine a “touchstone” or lodestar figure  
22 based on a compilation of time spent and reasonable hourly compensation for each attorney. *See,*  
23 *e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 579 (2004); *Vo v. Los Virgenes Mun.*  
24 *Water Dist.*, 79 Cal.App.4th 440, 445 (2000); *Lealao*, 82 Cal.App.4th at 26; *Hanlon v. Chrysler*  
25 *Group, Inc.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Generally, hours are reasonable if they were  
26 “reasonably expended in pursuit of the ultimate result achieved in the same manner that an  
27 attorney traditionally is compensated by a fee-paying client.” *Hensley v. Eckerhart*, 461 U.S. 424,

431 (1983). *See also Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001) (fee award should be “fully compensatory [and] absent circumstances rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the hours reasonably spent.”) (emphasis in original); *Serrano III*, 20 Cal. 3d at 49 (counsel are entitled to compensation for all hours reasonably expended); *Hensley*, 461 U.S. at 435-36; *Caudle v. Bristow Optical Co.*, 224 F.3d 1014, 1028 (9th Cir. 2000); *Cabralles v. County of Los Angeles*, 935 F.2d 1050, 1052-53 (9th Cir. 1991).

Class Counsel attest that, in total, they have expended 4,990.9 hours for an unadjusted lodestar of \$2,610,487.75. The Court has reviewed the Declarations of Kathryn Stebner, Chris Healey, Guy Wallace, Michael Thamer, Robert Arns, and Timothy Needham describing the work performed by Class Counsel on this case. The total hours claimed by Class Counsel are approved based on evidence presented of the work performed, including detailed summaries, and the results achieved. The Court is also satisfied that Class Counsel have exercised appropriate and significant billing judgment by not requesting fees for unproductive or duplicative work.

Accordingly, the Court finds the number of hours that Class Counsel devoted to this case is reasonable.

## **2. Class Counsel’s Hourly Rates Are Well Within the Prevailing Rates for Similar Complex Civil Litigation in the Bay Area**

The second step is determining the reasonable market value of the attorneys’ services at an hourly rate. *Ketchum*, 24 Cal.4th at 1134; *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984); *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1094 (2000); *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). This rule applies even when attorneys normally work on a contingent fee basis. *See, e.g., Robertson v. Fleetwood Travel Trailers*, 144 Cal. App. 4th 785, 818 (2006); *Blanchard v. Bergeron*, 489 U.S. 87, 96 (1989). Rates are reasonable if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” *Children’s Hosp. and Med. Ctr. v. Bonta*, 97 Cal. App. 4th 740, 783 (2002). A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the

1 relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). Declarations  
2 regarding the prevailing market rate in the relevant community are sufficient to establish a  
3 reasonable hourly rate. See *Widrig v. Apfel*, 140 F. 3d 1207, 1209 (9th Cir. 1998).

4 In support of their motion, Settlement Class Counsel submitted a declaration from Richard  
5 M. Pearl, who opined on the reasonableness of the rates charged by counsel. (Declaration of  
6 Richard M. Pearl, ¶ 8). Mr. Pearl relies on rates that have been approved in other cases and refers  
7 to the rates charged by other firms within the Northern District that are similar to the rates charged  
8 by Settlement Class Counsel. Class Counsel also attested that the rates requested here are also  
9 similar or equal to Class Counsel's rates in class actions against operators of skilled nursing  
10 facilities previously approved by Chief Judge of the Northern District of California Claudia  
11 Wilken in *Wehlage v. Evergreen at Arvin LLC*, 2012 U.S. Dist. LEXIS 144152 at \*8 (N.D. Cal.  
12 Oct. 4, 2012) ("The billing rates used by Class Counsel to calculate their lodestar are reasonable  
13 and in line with the prevailing rates in this District for personnel of comparable experience, skill,  
14 and reputation"), and by U.S. District Judge Jeffrey S. White in *Walsh v. Kindred Healthcare, et*  
15 *al.*, 2013 U.S. Dist. LEXIS 176319 (N.D. Cal. Dec. 16, 2013). Class Counsel also attested that  
16 rates similar or equal to Class Counsel's rates in this case were also previously approved in the  
17 Superior Court of California by Judge Robert Freedman in *Valentine v. Thekke Health Services,*  
18 *Inc., et. al.* Alameda County Superior Court, Case No. RG-10546266; by Judge Wynne Carvill in  
19 *Shuts v. Covenant Holdco LLC*, Alameda County Superior Court, Case No. RG 10551807, *Dalao*  
20 *v. LifeHouse Holdings, LLC* Alameda County Superior Court, Case No. RG12660602, and *Correa*  
21 *v. SnF Management Company, LLC* Alameda County Superior Court, Case No. RG-13664498; by  
22 Judge Jane Johnson in *Montreuil v. The Ensign Group, Inc.* Los Angeles County Superior Court,  
23 Case No. BC449162; and by Judge Richard Kramer in *Hernandez v. Golden Gate Equity*  
24 *Holdings, LLC* San Francisco County Superior Court, Case No. CGC-10-505288). Class Counsel  
25 also attested that rates similar to those of Class Counsel have been approved in a wide range of  
26 litigation outside of the context of skilled nursing facility class actions. *Campbell v. Nat'l*  
27 *Passenger R.R. Corp.*, 718 F. Supp. 2d 1093, 1099-1100 (N.D. Cal. 2010) (finding reasonable  
28



market rates from \$380 to \$775 for employment and civil rights attorneys in the Northern District;  
*In re: TFT-LCD (Flat Panel) Anti-Trust Litigation*, 3:07-md-1827 SI (N.D. Cal.), December 27,  
 2011 Order, Dkt. 4436 at 2 (finding lodestar amount reasonable in a cross-check analysis).

Accordingly, the Court finds the 2015 hourly rates requested by Class Counsel to be  
 reasonable and in line with the market rates charged by skilled counsel in the Bay Area in similar  
 complex civil litigation:

Stebner and Associates

Attorney	Law School Grad. Date	2015 Hourly Rate
Kathryn Stebner	1985	\$750.00
Sarah Colby	1997	\$575.00
Karman Guadagni	2009	\$375.00
George Kawamoto	2011	\$350.00

Dentons US LLP

Attorney	Law School Grad. Date	2015 Hourly Rate
Chris Healey	1982	\$775.00
Aaron Winn	2003	\$650.00
Peter Stockburger	2009	\$395.00

Schneider Wallace Cottrell Konecky Wotkins, LLP

Attorney	Law School Grad. Date	2015 Hourly Rate
Guy B. Wallace	1993	\$750.00
Mark T. Johnson	1977	\$700.00
Jennifer A. Uhrowczik	2009	\$450.00
Kyle G. Bates	2014	\$450.00

Law Offices of Michael D. Thamer

Attorney	Law School Grad. Date	2015 Hourly Rate
Michael D. Thamer	1981	\$775.00
Tyler Orlowski	2008	\$550.00



## The Arns Law Firm

Attorney	Law School Grad. Date	2015 Hourly Rate
Robert S. Arns	1975	\$950.00
Steven Weinmann	1989	\$550.00
Robert Foss	2010	\$350.00
Julie Erickson	2013	\$265.00

## Janssen Malloy LLP

Attorney	Law School Grad. Date	2015 Hourly Rate
W. Timothy Needham	1980	\$775.00
Amelia Burroughs	2002	\$550.00

**B. A 1.60 Multiplier is Justified Under Applicable Law**

Once this lodestar figure has been determined, the Court may take into account other “enhancement” factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. *Ketchum*, 24 Cal.4th at 1132-33; *see also Fischel v. Equitable Life Assurance Soc’y of the United States*, 98 Fed.App’x. 581, 583 (9th Cir. 2004) (holding that it is an abuse of discretion to fail to apply a risk multiplier when attorneys take a case with the expectation that they will receive a risk enhancement if they prevail, their hourly rate does not reflect that risk, and there is evidence that the case was risky). “A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.” *Ketchum*, 24 Cal.4th at 1133. Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Id.* In short, a risk enhancement is neither a bonus nor a windfall. It is “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather it is intended to approximate market-level compensation for such services which typically pay a premium for the

1 risk of nonpayment or delay in payment of attorney's fees." *Ketchum*, 24 Cal.4th at 1138.

2 Factors considered in determining whether a lodestar multiplier is appropriate generally  
3 include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty  
4 of the questions involved and the skill requisite to perform the legal service properly; (3) the  
5 nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance  
6 of the case; and (5) the result obtained and the importance of the lawsuit to the public. *Graham*,  
7 34 Cal.4th at 582; *Serrano III*, 20 Cal. 3d at 48-49; *Edgerton v. State Pers. Bd.*, 83 Cal.App.4th  
8 1350, 1363 (2000); *Hanlon*, 150 F.3d at 1029.

9 While most class actions are complex and involve some risk, this case raised novel issues  
10 being one of the first putative class actions challenging misrepresentations and misleading  
11 statements made by a provider of assistive living services. Class Counsel bore the substantial risk  
12 of an uncertain outcome in agreeing to prosecute this class action case purely on a contingency fee  
13 basis. Class Counsel attested their hourly rates do not include consideration of risk, and they gave  
14 up other work or were unable to take on other work as a result of pursuing this case.  
15 Notwithstanding the foregoing, Class Counsel have managed to achieve a good result and a  
16 substantial benefit for the members of the settlement class of current and former residents at  
17 Emeritus assisted living facilities in California. In addition to significant cash payments, the case  
18 settlement produced substantial non-monetary relief.<sup>2</sup> In addition, Class Counsel and Defendants  
19

20 <sup>2</sup> This non-monetary term further supports the reasonableness of the fee request given the overall settlement value.  
21 When awarding attorneys' fees, "[a] court should take into account any non-monetary benefits obtained for the class."  
22 5-23 Moore's Federal Practice — Civil § 23.124(b)(i). "[I]t is important to recognize that in some class actions the  
23 monetary relief obtained is not the sole determinant of an appropriate attorney fees award." Advisory Committee  
24 Notes to Fed. R. Civ. P. 23(h) (2003 Amendments) (citation omitted). "Incidental or nonmonetary benefits conferred  
25 by the litigation are a relevant circumstance" in determining fee awards. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,  
26 1049 (9th Cir. 2002), *cert. denied*, 537 U.S. 1018 (2002); *Staton v. Boeing Co.*, 327 F.3d 938, 974; *Pokorny v. Quixtar*,  
27 *Inc.*, No. C 07-0201 SC, 2013 U.S. Dist. LEXIS 100791, at \*5 (N.D. Cal. July 18, 2013) (Conti, J.) ("The court may  
28 properly consider the value of injunctive relief obtained as a result of settlement in determining the appropriate fee.");  
*In re Visa Check/Mastermoney Antitrust Litig.*, 297 F. Supp. 2d 503, 525 (E.D.N.Y. 2003); *Steiner v. Williams*, Nos.  
99 Civ. 10186 (JSM), 99 Civ. 1479 (JSM), 2001 WL 604035, at \*4 (S.D.N.Y. May 31, 2001) ("[C]ounsel may recover  
a fee if the settlement conferred a substantial non-monetary benefit."); *Linney v. Cellular Alaska Partnership*, Nos. C-  
96-3008 DLJ, C-97-0203 DLJ, C-97-0425 DLJ, C-97-0457 DLJ, 1997 WL 450064, at \*6-7 (N.D. Cal. July 18, 1997)  
(court considers injunctive relief in evaluating fairness of overall settlement fee request); *Colgan v. Leatherman Tool*  
*Group, Inc.*, 135 Cal. App. 4th 663, 702-03 (2006) (upholding a fee award under section 1021.5 where the suit resulted  
in the end of an unfair and deceptive practice).

1 negotiated the issue of fees after they had come to an agreement on the issues of class relief, and  
 2 without any detriment to the Class.

3 The Court finds these factors collectively confirm that Class Counsel's fee request is fair,  
 4 reasonable and justified under the applicable law and the factual circumstances, and a 1.60  
 5 multiplier is justified.

### 6 **C. The Percentage Cross-Check Supports the Reasonableness of the Fee Request**

7 The Court will also conduct a cross-check regarding the reasonableness of a fee award by  
 8 reviewing its percentage of the total value of the benefits conferred on the class. *Serrano III*, 20  
 9 Cal. 3d at 34; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478-81 (1980); *Lealao*, 82 Cal. App. 4th  
 10 at 49-50; *Graciano*, 144 Cal.App.4th at 164; 3 *Newberg on Class Actions*, § 14.7.

11 Viewed from a "percentage of fund" perspective, the fee request here of \$4,168,756.91  
 12 represents approximately 32% of the Settlement Fund.<sup>3</sup> California federal trial courts have  
 13 approved fee requests within that range in comparable consumer class actions.<sup>4</sup> This Court found  
 14 to be reasonable a fee request of 29.5% percent of the settlement fund, without consideration  
 15 given to non-monetary relief. *Pokorny*, No. C 07-0210 SC, 2013 U.S. Dist. LEXIS 100791, \*5  
 16 (N.D. Cal. July 18, 2013) (Conti, J.). *See also*, *Knight v. Red Door Salons, Inc.*, No. 08-01520  
 17 SC, 2009 WL 248367, at \*5 (N.D. Cal. Feb. 2, 2009) (approving attorneys' fees award equal to  
 18 30% of the settlement fund); *Singer v. Becton Dickinson and Company*, No. 08- CV-821 – IEG  
 19 (BLM), 2010 WL 2196104 at \*8 (S.D. Cal. June 1, 2010) (awarding 33 1/3% fee in class action);  
 20 *Ingalls v. Hallmark Mktg. Corp.*, Case No. 08cv4342, Doc. No. 77 (C.D. Cal. Oct. 16, 2009)  
 21 (awarding 33.33% fee). *Cicero v. DirectTV, Inc.*, 2010 WL 2991486, at \*7 (C.D. Cal. July 27,

22  
 23 <sup>3</sup> In calculating the overall settlement benefit, the Court considers the total potential benefits made available. *Chavez*  
 24 *v. Netflix, Inc.*, 162 Cal.App.4th 43, 46 (2008) (approving methodology that adds fees and class payments in the  
 25 percentage of recovery cross-check). The overall settlement benefit includes items such as attorneys' fees, costs,  
 26 class notice and administration costs and other settlement amounts that defendants have agreed to pay. *Id.*

27 <sup>4</sup> In determining what constitutes a reasonable fee in ordinary common fund cases, Ninth Circuit courts apply a  
 28 "benchmark" percentage of 25 percent of the total fund as the starting point for the analysis, adjusting that amount as  
 appropriate based on many of the same "enhancement" factors considered in the lodestar-multiplier analysis. *See*  
*Vizcaino*, 290 F.3d at 1047-50; *Pokorny v. Quixtar*, No. C07-0201 SC, 2013 U.S. Dist. LEXIS 100791 at \*4-5  
 (N.D. Cal. July 18, 2013) (Conti, J.).

2010) (case survey of class action settlements demonstrate that “50% [of settlement fund] is the upper limit, with 30-50% commonly awarded in cases in which the common fund is relatively small.”); *De Munecas v. Bold Food, LLC*, No. 1:09-cv-00440, 2010 WL 3322580, at \*9 (S.D.N.Y. Aug. 23, 2010) (request for 33% of fund is reasonable “because reasonable paying clients typically pay one-third of their recovery under private retainer agreements.”) (citations omitted); *Cotchett, Pitre & McCarthy v. Universal Paragon Corp.*, 187 Cal. App. 4th 1405, 1421 (2010) (contingency fees typically range from 33 to 40% of class benefit).

Accordingly, the Court finds this percentage cross-check demonstrates the propriety of Class Counsel’s requested fee.

The Court GRANTS Class Counsel’s Motion for reasonable attorneys’ fees in the amount of \$4,168,756.91.

## II. THE REIMBURSEMENT OF LITIGATION EXPENSES IS WARRANTED

Counsel are entitled to recover their reasonable out-of-pocket costs and litigation expenses. *Staton*, 327 F.3d at 974; *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996) (citing *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970)). The CLRA provides for reimbursement of costs incurred. *Cal. Hous. Fin. Agency v. E. R. Fairway Assocs. I*, 37 Cal. App. 4th 1508, 1514 (1995). Reimbursement of costs and litigation expenses is also necessitated under the common fund doctrine of *Trustees v. Greenough*, 105 U.S. 527, 533 (1881).

Settlement Class Counsel seek the reimbursement of costs in the amount of \$121,243.09.

Upon review of Class Counsel’s declarations and attached exhibits, the Court finds that the requested expenses are reasonable and should be reimbursed.

The Court GRANTS Class Counsel’s Motion for reimbursement of reasonable litigation expenses and costs in the amount of \$121,243.09.

## III. THE SERVICE AWARDS FOR THE NAMED PLAINTIFFS ARE FAIR

Pursuant to the Parties’ Stipulation of Settlement, Class Counsel request the Court to approve services awards in the amount of \$7,500 to Named Plaintiff Arville Winans, by and

1 through his Guardian ad litem, Renee Moulton, and \$3,500 to Named Plaintiff Ruby Richardson  
 2 as Trustee of the Wilma F. Fritz Trust (for a total of \$11,000). (SS, ¶ X.B.3, p. 22.) The Court  
 3 finds the amounts requested here are within the range approved by trial courts in this Circuit. *See,*  
 4 *e.g., Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365 CW, 2010 U.S. Dist. LEXIS  
 5 49482, at \*6 (N.D. Cal. Apr. 22, 2010) (approving \$20,000 service award); *Singer v. Becton*  
 6 *Dickinson & Co.*, No. 08-CV-821 IEG (BLM), 2009 WL 4809646, at \*6 (S.D. Cal. Dec. 9, 2009)  
 7 (approving \$25,000 service award); *Razilov v. Nationwide Mut. Ins. Co.*, No. 01-CV-1466-BR,  
 8 2006 WL 3312024 (D. Or. Nov. 13, 2006) (approving \$10,000 service awards).

9 Class representatives play a crucial role in bringing justice to those who would otherwise  
 10 be without a remedy. *See, e.g., Bowens v. Atl. Maint. Corp.*, 546 F.Supp.2d 55, 80 (E.D.N.Y.  
 11 2008); *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 804 (2009). The Ninth  
 12 Circuit has recognized that named plaintiffs are eligible for reasonable incentive payments.  
 13 *Staton*, 327 F.3d at 977; *Rodriguez v. West Pub'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009)  
 14 (service awards “are fairly typical in class action cases.”). Such awards are “intended to  
 15 compensate class representatives for work done on behalf of the class [and] make up for financial  
 16 or reputational risk undertaken in bringing the action.” *Rodriguez*, 563 F.3d at 958-59. Relevant  
 17 considerations include: the actions the class representatives took to protect the interests of the  
 18 class; the degree to which the class benefited from those actions; the amount of time and effort the  
 19 class representatives expended in pursuing the litigation; the risk to named plaintiff in  
 20 commencing suit, both financial and otherwise; the notoriety and personal difficulties encountered  
 21 by named plaintiff; the duration of litigation; and the personal benefit (or lack thereof) to the  
 22 named as a result of the litigation. *See Cook v. Niedert*, 142 F. 3d 1004, 1016 (7th Cir. 1998);  
 23 *Clark*, 175 Cal. App. 4th at 804-07.

24 Here, Named Plaintiffs Winans and Richardson lent their names to this case and thus  
 25 subjected themselves to public attention. Named Plaintiff Winans, by and through his Guardian  
 26 Ad Litem Ms. Moulton, appeared for deposition. Class Counsel and Named Plaintiffs attest that  
 27 Named Plaintiffs had initial concerns about participating in a lawsuit and understood there was a  
 28

1 risk they would be ordered to pay Defendants' costs should the litigation prove unsuccessful.  
 2 Nonetheless, they agreed to become class representatives to stand up for vulnerable current and  
 3 future residents. Named Plaintiffs gave significant assistance to Class Counsel taking on the  
 4 weighty responsibility of representing the Class, which was time-consuming and emotionally  
 5 difficult. They made this case possible when many other potential class representatives were  
 6 reluctant to step forward and represent the class. Their contributions helped produce the  
 7 substantial benefits now offered to the Settlement Class.

8 Accordingly, the Court finds the service awards here are appropriate in light of the efforts  
 9 and risks taken by both Named Plaintiffs.

10 Accordingly, the Court GRANTS service awards in the amount of \$7,500 to Named  
 11 Plaintiff Arville Winans, by and through his Guardian ad litem, Renee Moulton, and \$3,500 to  
 12 Named Plaintiff Ruby Richardson as Trustee of the Wilma F. Fritz Trust (for a total of \$11,000).

13 **IT IS SO ORDERED.**

14  
 15 DATED: \_\_\_\_\_

\_\_\_\_\_  
 HON. SAMUEL CONTI  
 UNITED STATES DISTRICT JUDGE

# Exhibit E





ENDORSED  
FILED  
ALAMEDA COUNTY

NOV 08 2012

CLERK OF THE SUPERIOR COURT  
BY [Signature] DEPUTY

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

ALICE WILLIAMS, on behalf of herself, and  
on behalf of all others similarly situated,

Plaintiffs,

vs.

H&R BLOCK ENTERPRISES, INC.

Defendant.

Case No. RG08366506

[proposed] ORDER OF FINAL APPROVAL  
AND JUDGMENT

Date: November 8, 2012

Time: 2:00 p.m.

Dept.: 20

Judge: Hon. Robert B. Freedman

Reservation No. R-1338508

SCHVEIDER WALLACE  
COTTRELL BRAYTON  
KONECKY LLP

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT  
Williams v. H&R Block, et al., Case No. RG08366506

1 PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT  
 2 AND RESPONSE TO OBJECTION, MOTION FOR SERVICE AWARDS, and MOTION FOR  
 3 AN AWARD OF REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES came on for  
 4 hearing on November 8, 2012 at 2:00 p.m., in Department 20 of the Superior Court of California,  
 5 County of Alameda.

6 Having considered the proposed class Settlement Agreement, Plaintiffs' Motion for Final  
 7 Approval of Class Action Settlement and Response to Objection, Plaintiffs' Motion for Service  
 8 Awards, and Plaintiffs' Motion for an Award of Reasonable Attorneys' Fees, Costs and Expenses,  
 9 the Memoranda of Points and Authorities in support of those Motions, the Declarations of Guy B.  
 10 Wallace, David Borgen, Alexander Van Broek, Andrew P. Lee, Plaintiff Alice Williams, Plaintiff  
 11 Regina Bassett in support thereof, as well as the Declaration of Caroline Barazesh Regarding Due  
 12 Diligence and Proof of Mailing, the Court-approved notice and claim form, and the argument of  
 13 counsel at the hearing thereon, the Court hereby FINDS, ORDERS, ADJUDGES as follows:<sup>1</sup>

14 **I. FINAL CERTIFICATION OF THE SETTLEMENT CLASS**

15 The Court granted class certification in this matter on March 24, 2011 of the following class:

16 All people employed by H&R Block Enterprises, Inc., or H&R Block Enterprises,  
 17 LLC during the tax season as seasonal, exempt Office Managers at any time  
 18 between January 17, 2004 and the date of notice to the class that a class has been  
 certified.

19 The parties have presented no new facts or changed circumstances that would disturb the  
 20 Court's findings on class certification for purposes of certifying the Settling Class. Moreover,  
 21 H&R Block does not oppose class certification for purposes of settlement. Accordingly, the Court  
 22 finds that, consistent with its prior Order, the requirements of Code of Civil Procedure § 382 are  
 23 satisfied. The Court hereby FINALLY CERTIFIES the following settlement class:

24 All people employed by H&R Block Enterprises, Inc., or H&R Block Enterprises,  
 25 LLC during the tax season as seasonal, exempt Office Managers at any time  
 26 between January 17, 2004 and April 30, 2012 in California.

27 <sup>1</sup> The Court, for purposes of this Order of Final Approval and Judgment, adopts and incorporate the  
 28 terms and definitions set forth in the Settlement Agreement.

1       **II. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

2       On March 24, 2011, the Court certified this matter as a class action, and appointed Named  
3       Plaintiff Alice Williams to represent the litigation class of California Office Managers. Similarly,  
4       in its Order Granting Preliminary Approval of Settlement, the Court appointed Plaintiff Alice  
5       Williams as representative of the provisionally certified settlement class. The parties have  
6       presented no new facts or changed circumstances that would disturb the Court's previous findings  
7       with respect to Ms. Williams' adequacy, and therefore APPOINTS Ms. Williams as class  
8       representative of the above-referenced Settling Class.

9       By Order dated June 13, 2012, the Court permitted Plaintiffs leave to file a Second  
10       Amended Complaint, which added a claim pursuant to the Private Attorney General Act of 2004  
11       ("PAGA"), as well as an additional Named Plaintiff, Regina Bassett. Plaintiffs propose that Ms.  
12       Bassett represent the settlement class with respect to the PAGA claim. Ms. Bassett has worked for  
13       H&R Block in California as an Office Manager for the 2009, 2010, 2011, and 2012 tax seasons.  
14       Declaration of Regina Bassett in Support of Motion for Service Award ¶ 2. Moreover, Ms.  
15       Bassett's claims are typical of those of the Settling Class, and she understands her duty to represent  
16       the best interests of the Settling Class Members. *Id.* at ¶¶ 9-12. H&R Block does not oppose the  
17       appointment of Ms. Bassett as class representative for the purpose of settlement. Accordingly, the  
18       Court APPOINTS Ms. Bassett as class representative of the above-referenced Settling Class,  
19       including with respect to Plaintiffs' PAGA claim.

20       The Court finds that Schneider Wallace Cottrell Brayton Konecky LLP, Goldstein,  
21       Demchak, Baller, Borgen & Dardarian, and the Law Offices of Alexander Van Broek, have  
22       extensive experience in prosecuting wage and hour class actions, and APPOINTS them as Class  
23       Counsel for the Settling Class.

24       **III. FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

25       Pursuant to this Court's Preliminary Approval Order, the Claims Administrator, BMC  
26       Group, distributed the approved Class Notice and Claim Form to the settlement class. Based on  
27       review of the Declaration of Caroline Barazesh ("Barazesh Decl.") of BMC Group, the Court is  
28       satisfied that compliance with the Court's preliminary approval Order was accomplished in all

SCHNEIDER WALLACE  
COTTRELL BRAYTON  
KONECKY LLP

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ORDER OF FINAL APPROVAL AND JUDGMENT  
*Williams v. H&R Block, et al.*, Case No. RG08366506

1 material respects. The form and manner of notice constituted the best practicable notice under the  
 2 circumstances, and fully met the requirements of procedural due process and California Rule of  
 3 Court 3.769(f).

4 The Court has carefully reviewed the terms of the proposed Settlement, as well as the  
 5 Declaration of Guy B. Wallace in Support of Preliminary Approval of Settlement describing  
 6 Plaintiffs' investigation into the claims and defenses in this matter, the discovery conducted by the  
 7 parties, and the settlement process. The Court finds that the Settlement is the product of informed,  
 8 non-collusive, and arm's-length negotiations. The Court further finds that the Settlement confers a  
 9 monetary benefit of approximately \$3.8 million on the settlement class in exchange for their  
 10 release of claims, which is properly limited to any claims alleged in this matter, or could have been  
 11 alleged based on the facts contained in the pleadings. This is a good result for the Settling Class in  
 12 light of the significant risks and delay of further litigation. Based on the papers submitted by the  
 13 parties, the Court's familiarity with this matter, and the favorable response of the Settling Class,  
 14 the Court finds that the proposed Settlement is fair, reasonable, and adequate.

15 **A. Response of the Settling Class**

16 The response of the Settling Class has been positive. 891 of the 1,529 Settling Class  
 17 Members filed timely and valid claim forms. Barazesh Decl. ¶ 17. These claims represent 65.72%  
 18 of the tax seasons worked by all Settling Class Members. Two individuals have excluded  
 19 themselves from the Settlement, and one Settling Class Member has objected. The high rate of  
 20 participation combined with the low number of opt outs (2) and objectors (1) further supports the  
 21 Court's conclusion that the Settlement is fair, reasonable, and adequate.

22 **B. The Single Objection**

23 The lone objector, Lucila Cabrera, makes the following arguments in opposition to final  
 24 approval: 1) the claim form process may render the settlement benefits illusory; 2) the requested  
 25 attorneys' fees and costs may exceed the monetary damages going to the class; 3) the inclusion of a  
 26 "clear sailing" provision in the Settlement Agreement indicates that Class Council accepted an  
 27 unfair settlement on behalf of the Settling Class; 4) the claim form process, whereby unclaimed  
 28

1 settlement funds revert to H&R Block, is unjustified and designed to lower the amount of money  
2 paid by H&R Block pursuant to the Settlement.

3 The Court is not persuaded by these arguments. As discussed above, the Settling Class will  
4 receive \$3.8 million in total compensation pursuant to the proposed settlement. This sum is not  
5 illusory, nor is it exceeded by the amount of attorneys' fees, costs and expenses requested by Class  
6 Counsel. Even if the attorneys' fees were to exceed the class recovery, Class Counsel seeks their  
7 fees on a lodestar basis pursuant to the fee shifting provisions of the California Labor Code. It is  
8 well-settled that an award of statutory attorneys' fees does not require proportionality between the  
9 plaintiffs' recovery and the amount of the fee award. *Harman v. City & County of San Francisco*,  
10 158 Cal.App.4th 407, 419 (2007); *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140,  
11 164 (2006); see also *City of Riverside v. Rivera*, 477 U.S. 561, 574 (1986). These arguments are  
12 without merit.

13 Ms. Cabrera also objects to the "clear sailing" provision that prohibits H&R Block from  
14 opposing Class Counsel's application for an award of reasonable attorneys' fees, costs and  
15 expenses so long as it does not exceed \$2.6 million. California Courts, however, have consistently  
16 upheld such "clear sailing" provisions where the terms of the settlement are otherwise fair,  
17 reasonable, and adequate. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 554 (2009)  
18 (collecting cases). Moreover, Ms. Cabrera has provided no evidence of any collusion or  
19 misconduct on the part of Class Counsel, nor has she objected to the hourly rates or the amount of  
20 hours claimed by Class Counsel. Similarly, Ms. Cabrera has not identified any specific hours  
21 claimed by Class Counsel that are excessive or shown why those specific hours were not  
22 reasonably expended. Ms. Cabrera's objection to the "clear sailing" provision is without merit.

23 Finally, Ms. Cabrera objects to the claims made aspect of the Settlement and the resulting  
24 reversion to H&R Block. She argues that the claims process is unjustified and designed to reduce  
25 H&R Block's liability pursuant to the Settlement. Ms. Cabrera, however, overlooks the fact that  
26 the Settlement requires H&R Block to pay a guaranteed amount of \$1.8 million that will be  
27 distributed *pro rata* to all Settling Class Members irrespective of whether they file a valid claim  
28 form. This amount is not subject to any reversion.

In addition, there is nothing inherently improper about the claims made process; rather, it is the impact on the overall fairness, reasonableness, and adequacy that matters. *Harris v. Vector Mktg. Corp.*, 2011 WL 1627973, at \*13 (N.D. Cal. Apr. 29, 2011) (emphasis added); *see also Lemas v. H&R Block Enters. LLC*, 2012 WL 3638550, at \*\*3, 7-8; *Glass v. UBS Fin. Servs., Inc.*, 2007 WL 474936, at \*8 (N.D. Cal. Jan. 17, 2007) aff'd, 331 F. App'x 452 (9th Cir. 2009). Here, the claims process has resulted in a monetary recover of \$3.8 million and the submission of claim forms representing 65.72% of the tax seasons worked by California Office Managers during the limitations period. As stated above, 891 members of the settlement class submitted valid and timely claims forms, thus showing that the claims forms and process were comprehensible and readily usable by the class members. Taken as a whole, the claims process has resulted in a fair, reasonable, and adequate settlement.

Finally, the parties implemented the claims made process because many class members believed that they were not misclassified, and that they were exempt managers. The Settlement therefore takes these conflicting aspects of the record into account, permitting the Settling Class Members to decide for themselves whether to accept the full benefits of the Settlement by making a claim on the non-guaranteed settlement amount ("Non-Guaranteed NSV"). This was a fair and reasonable compromise given the record evidence herein.

Accordingly, the Court FINALLY APPROVES the proposed Settlement, and OVERRULES Ms. Cabrera's objection.

#### IV. DISTRIBUTION OF THE SETTLEMENT FUND

##### A. Appointment of the Claims Administrator

The Court APPROVES the appointment of BMC Group as the settlement Claims Administrator, and directs payment of \$25,846.50 for services rendered by BMC Group as Claims Administrator. The Court finds this amount to be fair and reasonable.

##### B. Service Awards to the Class Representatives

Plaintiffs seek service awards in the amount of \$7,500 for Plaintiff Williams and \$5,000 for Plaintiff Bassett. Both Plaintiffs have submitted Declarations detailing the time and effort expended by them in furtherance of the class claims, and the risks assumed by these individuals in

1 vindicating the rights of the settlement class. Specifically, each Plaintiff expended considerable  
 2 time and effort reviewing pleadings, responding to written discovery, appearing for deposition,  
 3 advising Class Counsel regarding H&R Block's policies and practices, and reviewing the  
 4 settlement agreement herein. *See* Declaration of Alice Williams and Declaration of Regina  
 5 Bassett in Support of Motion for Service Awards. The requested service awards are also  
 6 supported by the risks associated with bringing this lawsuit, the protracted nature of this litigation,  
 7 and the important public policies underlying the Plaintiffs' claims.

8 The service awards of \$7,500 for Plaintiff Williams, and \$5,000 for Plaintiff Bassett, are  
 9 hereby APPROVED.

10 **C. William Kindred**

11 William Kindred, who worked for H&R Block as a California Office Manager during the  
 12 applicable class period, chose to exclude himself from this matter pursuant to the class certification  
 13 notice distributed in July 2011. Mr. Kindred contacted Class Counsel and requested to be included  
 14 in the settlement. Based on the parties' non-opposition to this request, the Court APPROVES Mr.  
 15 Kindred's request to withdraw his opt out form and participate fully in the Settlement.

16 **D. Attorneys' Fees, Costs and Expenses**

17 Class Counsel seek an award of \$2,198,775.33 in attorneys' fees, and \$401,224.67 in costs  
 18 and litigation expenses, for a total award of \$2.6 Million in fees, costs and expenses. The Court  
 19 grants Class Counsel's request for reasonable attorneys' fees, costs and expenses. "In California,  
 20 the fee setting inquiry ordinarily begins with the 'lodestar,' i.e., the number of hours reasonably  
 21 expended multiplied by the reasonable hourly rate." *Building a Better Redondo, Inc. v. City of*  
 22 *Redondo Beach*, 203 Cal.App.4th 852, 870 (2012). A court may also "cross-check" the lodestar-  
 23 based award against the percentage-of-the-fund method for purposes of ensuring that the fee award  
 24 is reasonable. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 253 (2001).

25 As an initial matter, the Court finds that the hourly rates claimed by Class Counsel are  
 26 reasonable. Given their knowledge, skill and expertise in complex class action cases such as this  
 27 one, Class Counsel's partner and associate rates fall within the range of rates charged by similarly  
 28 experienced and qualified attorneys practicing in this area. Further, Class Counsel have shown that



their hourly rates are comparable to and in-line with the hourly rates charged by numerous firms practicing in the San Francisco Bay Area on a non-contingency basis and which do similar work.

Accordingly, the Court finds that the following 2012 hourly rates requested by Class Counsel to be reasonable and to be in-line with market rates in the Bay Area for attorneys with similar qualifications and experience who do similar work:

Schneider Wallace Cottrell Brayton Konecky LLP

Attorney	Law School Grad. Date	2012 Hourly Rate
Guy B. Wallace	1993	\$700.00
Clint J. Brayton	1997	\$650.00
Joshua Konecky	1995	\$650.00
Carolyn Cottrell	1993	\$650.00
Andrew Lee	2006	\$475.00
Megan Lewis	2006	\$450.00
Juliana Poindexter	2008	\$400.00
Kiran Prasad	2007	\$450.00
Monica Quivey	2006	\$450.00
Drew Teti	2009	\$350.00
Michael Thomas	1997	\$500.00
William Willson	2004	\$500.00

Goldstein Demchak Baller Borgen Dardarian LLP

Attorney	Law School Grad. Date	2012 Hourly Rate
Teresa K. Demchak	1976	\$775.00
David A. Borgen	1981	\$750.00
Laura L. Ho	1994	\$650.00
Barry L. Goldstein	1970	\$785.00
James Kan	2005	\$470.00
Jason Tarricone	2006	\$445.00

Law Offices of Alexander Van Broek

Attorney	Law School Grad. Date	2012 Hourly Rate
Alexander Van Broek	1980	\$395.00

1 The Court has reviewed the Declarations of Guy B. Wallace, David Borgen, and Alexander  
 2 Van Broek describing the work performed by Class Counsel on this case, as well as the time  
 3 records submitted in support of the application for an award of fees. The total hours claimed by  
 4 Class Counsel are approved based on evidence presented of the work performed and the results  
 5 achieved. Class Counsel has presented the Court with detailed billing records of their work  
 6 performed in this matter. These records are adequate and describe the nature of the work performed  
 7 by each firm and the attorneys therein. The Court is also satisfied that Class Counsel have  
 8 exercised appropriate and significant billing judgment by not requesting fees for unproductive or  
 9 duplicative work.

10 The Court concludes that Class Counsel's fees are justified under the statutory fee  
 11 methodology. Class Counsel seeks a fee award of \$2,198,775.33, which amounts to approximately  
 12 85% of Class Counsel's actual lodestar of \$2,590,296.84. As discussed above, Class Counsel's  
 13 hourly rates fall within the range of hourly rates charged by attorneys of comparable experience,  
 14 qualifications, and ability who do complex class action litigation in the Bay Area. Moreover,  
 15 considering the amount of discovery, motion practice, and trial preparation that occurred in this  
 16 matter, the difficulty and risks associated with the legal and factual claims that were litigated  
 17 herein, and the aggressive defense mounted by H&R Block, the number of hours claimed by Class  
 18 Counsel is reasonable as well and is amply supported by the record.

19 Cross-checking the lodestar amount of \$2,198,775.33 against the total amount of funds to be  
 20 paid out pursuant to the settlement, which is \$6,440,621.39 as stated in the Declaration of the  
 21 Claims Administrator Caroline Barazesh at ¶ 22, the Court finds that the amount of fees sought by  
 22 Class Counsel would amount to approximately 34% of the total funds to be distributed pursuant to  
 23 the Settlement. This percentage is reasonable, and is consistent with that approved in numerous  
 24 other wage and hour class action settlements in California. *See, e.g., Martin v. Ameripride Servs.,*  
 25 *Inc.*, 2011 WL 2313604, at \*8 (S.D. Cal. June 9, 2011) ("More particularly, courts may award  
 26 attorneys' fees in the 30-40% range in wage and hour class actions that result in recovery of a  
 27 common fund under \$10 million."); *Cicero v. DirectTV, Inc.*, 2010 WL 2991486, at \* 6 (C.D. Cal.  
 28 July 27, 2010) ("[A] review of California cases in other districts reveals that courts usually award

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8  
 ORDER OF FINAL APPROVAL AND JUDGMENT  
*Williams v. H&R Block, et al.*, Case No. RG08366506

attorneys' fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (collecting authorities).

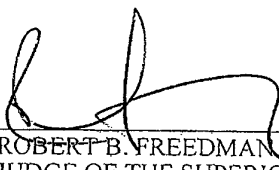
The Court also finds that the costs and expenses incurred by Class Counsel are reasonable and necessary based on detailed evidence presented of costs and expenses incurred.

Accordingly, the Court APPROVES Class Counsel's requested fees in the amount of \$2,198,775.33, and costs and expenses in the amount of \$401,224.67. Consistent with this Court's practice, 5% of this fee award shall be held by the Claims Administrator in an interest bearing account pending submission and approval of a final compliance status report after completion of the distribution process.

A compliance hearing shall be scheduled for OCTOBER 10, 2013 At 2:00 PM  
IN Dept 20. STATUS REPORT TO BE FILED BY OCTOBER 7, 2013  
 v. JUDGMENT & CONTINUING JURISDICTION

The parties are otherwise directed to comply with the terms of the Settlement. Pursuant to California Rule of Court 3.769(h), the Court HEREBY MAKES AND ENTERS JUDGMENT, and shall retain jurisdiction and oversight of the settlement proceedings.

Dated: Nov 9, 2013

  
 ROBERT B. FREEDMAN  
 JUDGE OF THE SUPERIOR COURT

# Exhibit F

All Transactions			
Date	Source Name	Memo	Amount
<b>101050 - Carnes v. Atria Senior Living</b>			
08/01/2014	West Payment Center (4005)	Research 07/01 - 07/31/14	3.09
09/01/2014	West Payment Center (4005)	Research 08/01 - 08/31/14	9.41
09/30/2014	All City	Messenger	14.00
10/01/2014	West Payment Center (4005)	Research 09/01 - 09/30/14	2.99
12/01/2014	West Payment Center (4005)	Research 11/01 - 11/30/14	6.29
02/28/2015	Alloy Group	Monthly hosting Feb 2015	1.84
02/28/2015	Alloy Group	Document management & hosting	32.66
02/28/2015	Alloy Group	Tech time	73.14
02/28/2015	Alloy Group	Tech time	132.05
02/28/2015	Alloy Group	Feb 2015	50.05
02/28/2015	Alloy Group	Document management & hosting	192.05
03/23/2015	Alloy Group	Document management & hosting	546.15
03/23/2015	Alloy Group	Document management & hosting	764.33
03/31/2015	Alloy Group	Document management & hosting	19.74
03/31/2015	Alloy Group	Document management & hosting	350.39
04/01/2015	West Payment Center (4005)	Research 03/01 - 03/31/15	17.16
04/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	1,269.74
04/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	1,350.39
05/01/2015	West Payment Center (4005)	Research 04/01 - 04/30/15	611.77
05/04/2015	Pacer	Document retrieval / legal research 01/01 - 03/31/15	2.90
05/18/2015	Tokutomi & Associates	05/08/15 J. Barber depo	952.35
05/29/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	1,269.74
05/29/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	1,350.39
05/31/2015	West Payment Center (4005)	Research 05/01 - 05/31/15	1.09
05/31/2015	West Payment Center (4005)	Research 05/01 - 05/31/15	738.91
06/22/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	27.09
06/22/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	98.30
06/23/2015	Tokutomi & Associates	M. Damante Depo	649.80
06/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	1,338.60
06/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	2,572.65
06/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	22.50
06/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	90.00
07/01/2015	West Payment Center (4005)	Research 06/01 - 06/30/15	75.31

All Transactions			
Date	Source Name	Memo	Amount
07/17/2015	FedEx	to Alloy Group	17.44
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	11.25
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	45.00
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	56.98
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	188.77
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	1,869.20
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	3,515.80
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	33.75
07/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	135.00
08/14/2015	FedEx	to B. Sexton	17.27
08/21/2015	FedEx	to Alloy	17.27
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	2,685.64
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	5,295.11
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	11.25
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	45.00
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	12.00
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	47.63
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	22.50
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	90.00
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	67.50
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	270.00
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	56.25
08/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	225.00
08/31/2015	Alloy Group	Internal Users	900.00
09/09/2015	Western Messenger Service, Inc.	to USDC	40.75
09/09/2015	Pacer	Document retrieval / legal research 04/01 - 06/30/15	5.00
09/15/2015	Tokutomi & Associates	B. Chamberlain depo	1,225.70
09/28/2015	Absolute GS	Carnes v. Atria Senior Living	2,006.73
09/29/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	2,689.90
09/29/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	5,370.73
09/29/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	33.75
09/29/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	135.00
09/29/2015	Alloy Group	Carnes v. Atria Senior Living - Internal Due Now No De	450.00
10/01/2015	West Payment Center (4005)	Research 08/01 - 08/31/15	78.66

All Transactions

Date	Source Name	Memo	Amount
10/23/2015	FedEx	to Alloy Group	24.09
10/23/2015	FedEx	to Alloy Group	24.09
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	2,705.60
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Deferred	5,649.40
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	90.00
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	360.00
10/30/2015	Alloy Group	Carnes v. Atria Senior Living Due - Now	211.50
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	751.50
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	80.00
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	291.25
10/30/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	450.00
11/03/2015	Pacer	Document retrieval / legal research 07/01 - 09/30/15	10.60
11/03/2015	Pacer	Document retrieval / legal research 07/01 - 09/30/15	0.90
11/03/2015	Pacer	Document retrieval / legal research 07/01 - 09/30/15	0.90
11/16/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	52.75
11/16/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	201.50
11/29/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	450.00
11/29/2015	Alloy Group	Carnes v. Atria Senior Living - Due Now	2,955.60
11/29/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	5,849.40
12/01/2015	West Payment Center (4005)	Research 11/01 - 11/30/15	1,415.73
12/01/2015	West Payment Center (4005)	Research 11/01 - 11/30/15	2.57
12/14/2015	One Legal LLC	File case mgmt stmt, inv. 10460696, 12/9/15	26.95
12/18/2015	FedEx	to D. K. Cottriel	10.88
12/18/2015	FedEx	to L. A. bauptsita	10.88
12/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due now	2,955.60
12/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	5,849.40
12/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due now	62.50
12/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	230.00
12/31/2015	Alloy Group	Carnes v. Atria Senior Living - Due now	45.00
12/31/2015	Alloy Group	Carnes v. Atria Senior Living - Deferred	168.75
01/01/2016	West Payment Center (4005)	Research 12/01 - 12/31/15	2,901.14
02/04/2016	Pacer	Document retrieval / legal research 10/01 - 12/31/15	28.80
05/10/2016	SWCKW	Copying and postage	3,873.34
Total 101050 - Carnes v. Atria Senior Living			<u><u>80,049.32</u></u>



# Exhibit G



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INVOICE # 830059524		WEST INFORMATION CHARGES INVOICE JUL 01, 2014 - JUL 31, 2014		PAGE 1
DESCRIPTION		CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES			0.00	

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INVOICE # 830059524  
INVOICE DATE 08/01/2014  
ACCOUNT #  
VENDOR # 41-1426973  
VAT REG# EU826006554

WEST INFORMATION CHARGES  
JUL 01, 2014 - JUL 31, 2014

AMOUNT DUE IN USD

DUE DATE 08/31/2014

AMOUNT ENCLOSED IN USD \_\_\_\_\_

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0830059524 00000000000000000000 20140801 ZCPG 000651184 0010 1000824005 4

Usage Type Desc	Client	User Name	Day	Special Off Database Included	Transact	Docs/Lines	Connect	TI	Special Pri	Tax Amour	Total	Chart
Totals for Spec Offer	CARNES V ATRIA 101050	JOHNSON, MARK	07/28/2014	0	5	0	0	0	3.09	0.00	3.09	
Totals for Day	CARNES V ATRIA 101050	JOHNSON, MARK	07/28/2014	0	5	0	0	0	3.09	0.00	3.09	
Totals for User	CARNES V ATRIA 101050	JOHNSON, MARK		0	5	0	0	0	3.09	0.00	3.09	
Totals for Client	CARNES V ATRIA 101050			0	5	0	0	0	3.09	0.00	3.09	

ACCT#



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INVOICE # 830246226		WEST INFORMATION CHARGES INVOICE AUG 01, 2014 - AUG 31, 2014		PAGE 1
DESCRIPTION		CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES			0.00	
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INVOICE DATE 09/01/2014  
ACCOUNT #  
VENDOR # 41-1426973  
VAT REG# EU826006554

WEST INFORMATION CHARGES  
AUG 01, 2014 - AUG 31, 2014

AMOUNT DUE IN USD  
DUE DATE 10/01/2014  
AMOUNT ENCLOSED IN USD \_\_\_\_\_

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0830246226 000000000000000000000000 20140901 ZCPG 000615684 0010 1000824005 9

Ex. F - Notice of Lodgment

Usage Type Desc	Client	User Name	Day	Special Off Database Included	Transaction Docs/Lines	Connect	Ti	Special Pri	Tax Amour	Total Charge
Totals for Spec Offer	CARNES V ATRIA 10 JOHNSON, MARK		08/12/2014	0	5	0	0	9.41	0.00	9.41
Totals for Day	CARNES V ATRIA 10 JOHNSON, MARK		08/12/2014	0	5	0	0	9.41	0.00	9.41
Totals for User	CARNES V ATRIA 10 JOHNSON, MARK			0	5	0	0	9.41	0.00	9.41
Totals for Client	CARNES V ATRIA 10			0	5	0	0	9.41	0.00	9.41

**All City Delivery**  
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**San Francisco, CA 94104**  
**(415)725-5946**

**Invoice September 2014 Schneider Wallace**  
**180 Montgomery St.**  
**San Francisco, CA 94104**

Date	Pick Up	Delivery	Reference	Service Base Price Modifier	Mod Price	Total
9/22/14	Schneider-180 Montgomery	USDC-450 Golden Gate	101050	B2	14.00	14.00

---

Current  
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**Total Due**



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INVOICE # 830434719		WEST INFORMATION CHARGES INVOICE SEP 01, 2014 - SEP 30, 2014		PAGE 1
DESCRIPTION		CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES			0.00	
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INVOICE DATE 10/01/2014  
ACCOUNT #  
VENDOR # 41-1426973  
VAT REG# EU826006554

WEST INFORMATION CHARGES  
SEP 01, 2014 - SEP 30, 2014

## AMOUNT DUE IN USD

DUE DATE 10/31/2014

AMOUNT ENCLOSED IN USD \_\_\_\_\_

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0830434719 00000000000000000000 20141001 ZCPG 000662218 0010 1000824005 4



Usage Type Desc	Client	User Name	Contact ID	Day	Database	Transaction	Docs/Lines	Connect	Ti	Special	Pri	Tax	Amount	Total	Charge
Totals for Spec Offer	CARNES V ATRIA 101 JOHNSON, MARK	8086822	09/12/2014	0	2	0	0	0	0.00	2.99	0.00	2.99			
Totals for Day	CARNES V ATRIA 101 JOHNSON, MARK	8086822	09/12/2014	0	2	0	0	0	0.00	2.99	0.00	2.99			
Totals for User	CARNES V ATRIA 101 JOHNSON, MARK	8086822		0	2	0	0	0	0.00	2.99	0.00	2.99			
Totals for Client	CARNES V ATRIA 101			0	2	0	0	0	0.00	2.99	0.00	2.99			

ACCT#



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INVOICE # 830820606		WEST INFORMATION CHARGES INVOICE		PAGE
		NOV 01, 2014 - NOV 30, 2014		1
DESCRIPTION	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD	
WEST INFORMATION CHARGES		0.00		

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INVOICE # 830820606  
INVOICE DATE 12/01/2014  
ACCOUNT #  
VENDOR # 41-1426973  
VAT REG# BU826006554

WEST INFORMATION CHARGES  
NOV 01, 2014 - NOV 30, 2014

AMOUNT DUE IN USD  
DUE DATE 12/31/2014  
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0830820606 000000000000000000000000 20141201 ZCPG 000659308 0010 1000824005 4

Usage Type Desc	Client	User Name	Contact ID	Day	Database	Transaction	Docs/Lines	Connect	Ti	Special	Pri	Tax Amour	Total Charge
Totals for Spec Offer	CARNES V ATRIA	101 JOHNSON,MARK	8086822	11/05/2014	0	2	0	0	1.46	1.46	0.00	1.46	1.46
Totals for Day	CARNES V ATRIA	101 JOHNSON,MARK	8086822	11/05/2014	0	2	0	0	1.46	1.46	0.00	1.46	1.46
Totals for Spec Offer	CARNES V ATRIA	101 JOHNSON,MARK	8086822	11/21/2014	0	3	0	0	4.83	4.83	0.00	4.83	4.83
Totals for Day	CARNES V ATRIA	101 JOHNSON,MARK	8086822	11/21/2014	0	3	0	0	4.83	4.83	0.00	4.83	4.83
Totals for User	CARNES V ATRIA	101 JOHNSON,MARK	8086822		0	5	0	0	6.29	6.29	0.00	6.29	6.29
Totals for Client	CARNES V ATRIA	101			0	5	0	0	6.29	6.29	0.00	6.29	6.29



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Date	Invoice #
02/28/2015	7484
Terms	Due Date
See below	02/28/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
02/28/2015	Carnes v Atria - Monthly hosting - February, 2015			
	\$1.84 due now - \$32.66 deferred			
02/28/2015	Relativity (Basic) per GB	0.92	37.50	34.50
Total				\$34.50

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780  
 Federal ID#: 46-4654867



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Date	Invoice #
02/28/2015	7485
Terms	Due Date
See below	02/28/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
02/28/2015	Carnes v Atria - Third party - DSS MP and RP \$73.14 due now - \$132.05 deferred			
02/28/2015	Tech time - Tier 1 per hour	0.25	225.00	56.25
02/28/2015	OCR (Western language) per page	4319	0.015	64.79
02/28/2015	Processing - Intake based per GB	0.374	225.00	84.15
Total				\$205.19

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
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Date	Invoice #
02/28/2015	7488
Terms	Due Date
See below	02/28/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
02/28/2015	Carnes v Atria - New case creation in Relativity. Process 326 MB of PDFs, renumber, create load file, import \$50.05 due now - \$192.05 deferred			
02/28/2015	Tech time - Tier 1 per hour	0.75	225.00	168.75
02/28/2015	Processing - Intake based per GB	0.326	225.00	73.35
Total				\$242.10

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
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 Federal ID#: 46-4654867



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Date	Invoice #
03/23/2015	7510
Terms	Due Date
See below	03/22/2016

## Bill To

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 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
03/23/2015	Carnes v Atria - Third party: New DSS ranges \$546.15 due now - \$764.33 deferred			
03/23/2015	Tech time - Tier 1 per hour	0.5	225.00	112.50
03/23/2015	Processing - Intake based per GB	2.75	225.00	618.75
03/23/2015	OCR (Western language) per page	38615	0.015	579.23
Total				\$1,310.48

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Date	Invoice #
03/31/2015	7524
Terms	Due Date
See below	03/30/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
03/31/2015	Carnes v Atria - Monthly hosting March, 2015			
	\$19.74 due now - \$350.39 deferred			
03/31/2015	Relativity (Basic) per GB	9.87	37.50	370.13
Total				\$370.13

Domestic Wire Transfer information:  
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Page 245

Usage Type Desc	Client	User Name	Contact ID	Day	Special Off Database Included	Transaction Docs/Lines	Connect T	Special Pri Tax Amount	Total Charge
Totals for Spec Off	CARNES V ATRIA 10	JOHNSON, MARK	8086822	03/18/2015	0	15	0 0	17.16	17.16
Totals for Day	CARNES V ATRIA 10	JOHNSON, MARK	8086822	03/18/2015	0	15	0 0	17.16	17.16
Totals for User	CARNES V ATRIA 10	JOHNSON, MARK	8086822		0	15	0 0	17.16	17.16
Totals for Client	CARNES V ATRIA 10				0	15	0 0	17.16	17.16



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Date	Invoice #
04/30/2015	7591
Terms	Due Date
See below	04/29/2016

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 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
04/30/2015	Carnes v Atria - Monthly hosting April, 2015 \$1269.74 due now - \$1350.39 deferred			
04/30/2015	Relativity (Basic) per GB	9.87	37.50	370.13
04/30/2015	User-Relativity per user	10	225.00	2,250.00
Total				\$2,620.13

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1547310

Usage Type Desc	Client	User Name	Contact ID	Day	Special Off Database	Transaction	Docs/Lines	Connect	Ti	Special Pri	Total Charge
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER	13538201	04/23/2015	Included	7336	0	0	0	104.46	104.46
Totals for Day	101050	UHROWCZIK,JENNIFER	13538201	04/23/2015		7336	0	0	0	104.46	104.46
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER	13538201	04/28/2015	Included	5712	0	2664	0	88.02	88.02
Totals for Day	101050	UHROWCZIK,JENNIFER	13538201	04/28/2015		5712	0	2664	0	88.02	88.02
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER	13538201	04/29/2015	Included	495	6	0	0	7.51	7.51
Totals for Day	101050	UHROWCZIK,JENNIFER	13538201	04/29/2015		495	6	0	0	7.51	7.51
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER	13538201	04/30/2015	Included	28578	0	4143	0	411.78	411.78
Totals for Day	101050	UHROWCZIK,JENNIFER	13538201	04/30/2015		28578	0	4143	0	411.78	411.78
Totals for User	101050	UHROWCZIK,JENNIFER	13538201			42121	6	6807	0	611.77	611.77
Totals for Client	101050	UHROWCZIK,JENNIFER	13538201			42121	6	6807	0	611.77	611.77

**PACER**

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**INVOICE**

Invoice Date: 04/06/2015

Usage From: 01/01/2015 to: 03/31/2015

**Account Summary****Pages:**

Rate:

Subtotal:

26,736

\$0.10

\$2,673.60

**Audio Files:**

Rate:

Subtotal:

0

\$2.40

\$0.00

**Current Billed Usage:**

\$2,673.60

**Previous Balance:**

\$0.00

Current Balance:

\$2,673.60

**Total Amount Due:****\$2,673.60****NextGen CM/ECF**

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- **Electronic Learning Modules** ([pacer.gov/ecfcbt/cso/index.html](http://pacer.gov/ecfcbt/cso/index.html)): Provides user training for new NextGen features
- **NextGen CM/ECF FAQs** ([pacer.gov/psc/hfaq.html](http://pacer.gov/psc/hfaq.html)): Answers common NextGen-related questions
- **Court Links** ([pacer.gov/psco/cgi-bin/links.pl](http://pacer.gov/psco/cgi-bin/links.pl)): Lists all courts and notes NextGen CM/ECF-converted courts

**Account #:****Invoice #:** 2637106-Q12015**Due Date:** 05/08/2015**Amount Due:** \$2,673.60**Contact Us**

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**Account #****Due Date****Amount Due**

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Sum of Cost
Client Code Total

101050	2.9	Carnes v Atria
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ONTHERECORD1@GMAIL.COM**

**To:** Schneider, Wallace, Cottrell, Konecky & Wotkyns  
Mark T. Johnson, Attorney at Law  
180 Montgomery Street, Suite 2000  
San Francisco, CA 94104

**Date:** May 18, 2015

**Invoice No:** 8131

**RE:** Thomas Carnes vs. Atria Senior Living

**Date Taken:** May 8, 2015

**Deposition of:**

Joshua Barber	Original + 1 Copy	\$ 697.95
Reporter's Certificate		30.00
Per Diem		150.00
ASCII/Condensed/Index		30.00
Exhibits		14.40
Delivery/handling (includes sealed Original)		30.00
		<hr/>
Total Due Upon Receipt		\$ 952.35

Reported by: Danielle Miske, CSR 9545

Thank you



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 (612)328-9920

# Invoice

Date	Invoice #
05/29/2015	7610
Terms	Due Date
See below	05/28/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
05/29/2015	Carnes v Atria - Monthly hosting May, 2015 \$1269.74 due now - \$1350.39 deferred			
05/29/2015	Relativity (Basic) per GB	9.87	37.50	370.13
05/29/2015	User-Relativity per user	10	225.00	2,250.00
Total				\$2,620.13

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780  
 Federal ID#: 46-4654867

ACCT#



THOMSON REUTERS

SCHNEIDER WALLACE COTTRELL ET AL  
180 MONTGOMERY ST STE 2000  
SAN FRANCISCO CA 94104-4207

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVOICE # 831921509		WEST INFORMATION CHARGES INVOICE MAY 01, 2015 - MAY 31, 2015		PAGE 1
DESCRIPTION		CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WEST INFORMATION CHARGES			0.00	
<b>IMPORTANT NEWS</b> Thank you for your business. For more information about us, or your account, please visit us on the web at <a href="http://legalsolutions.thomsonreuters.com">legalsolutions.thomsonreuters.com</a> PLEASE MAKE CHECKS PAYABLE TO: THOMSON REUTERS-WEST PUBLISHING CORP.				

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A

## RETURN BOTTOM PORTION WITH PAYMENT

INVOICE # 831921509  
INVOICE DATE 06/01/2015  
ACCOUNT #  
VENDOR # 41-1426973  
VAT REG# EU826006554

WEST INFORMATION CHARGES  
MAY 01, 2015 - MAY 31, 2015

AMOUNT DUE IN USD  
DUE DATE 07/01/2015  
AMOUNT ENCLOSED IN USD \_\_\_\_\_

Thomson Reuters - West  
Payment Center  
P.O. Box 6292  
Carol Stream, IL 60197-6292

SCHNEIDER WALLACE COTTRELL ET AL  
180 MONTGOMERY ST STE 2000  
SAN FRANCISCO CA 94104-4207

10000

0831921509 000000000000000000000000 20150601 ZCPG 000672708 0010 1000824005 2

Usage Type Desc	Client	User Name	Contact ID	Day	Special Of Database	Transaction	Docs/Lines	Connect	TI	Special Pri	Total Charge
Totals for Spec Offer	101050	UHHROWCZIK,JENNIFER A	13538201	05/05/2015	Included	1120	1	666	0	21.04	21.04
Totals for Day	101050	UHHROWCZIK,JENNIFER A	13538201	05/05/2015	Included	1120	1	666	0	21.04	21.04
Totals for Spec Offer	101050	UHHROWCZIK,JENNIFER A	13538201	05/06/2015	Included	1304	2	2084	0	31.03	31.03
Totals for Day	101050	UHHROWCZIK,JENNIFER A	13538201	05/06/2015	Included	1304	2	2084	0	31.03	31.03
Totals for Spec Offer	101050	UHHROWCZIK,JENNIFER A	13538201	05/18/2015	Included	11187	0	2676	0	217.10	217.10
Totals for Day	101050	UHHROWCZIK,JENNIFER A	13538201	05/18/2015	Included	11187	0	2676	0	217.10	217.10
Totals for Spec Offer	101050	UHHROWCZIK,JENNIFER A	13538201	05/19/2015	Included	23893	0	2928	0	454.94	454.94
Totals for Day	101050	UHHROWCZIK,JENNIFER A	13538201	05/19/2015	Included	23893	0	2928	0	454.94	454.94
Totals for Spec Offer	101050	UHHROWCZIK,JENNIFER A	13538201	05/20/2015	Included	0	10	0	0	14.80	14.80
Totals for Day	101050	UHHROWCZIK,JENNIFER A	13538201	05/20/2015	Included	0	10	0	0	14.80	14.80
Totals for Client	101050	UHHROWCZIK,JENNIFER A	13538201			37504	13	8354	0	738.90	738.90
Totals for Spec Offer	CARNES V ATRIA 1	JOHNSON,MARK	8086822	05/08/2015	Included	0	1	0	0	1.09	1.09
Totals for Day	CARNES V ATRIA 1	JOHNSON,MARK	8086822	05/08/2015	Included	0	1	0	0	1.09	1.09
Totals for Spec Offer	CARNES V ATRIA 1	JOHNSON,MARK	8086822			0	1	0	0	1.09	1.09
Totals for Day	CARNES V ATRIA 1	JOHNSON,MARK	8086822			0	1	0	0	1.09	1.09
Totals for Client	CARNES V ATRIA 1					0	1	0	0	1.09	1.09



**Alloy Group LLC**  
**SEND PAYMENTS TO:**  
**VB Box #150**  
**PO Box 9202**  
**Minneapolis, MN 55480-9202**  
**(612)328-9920**

# Invoice

Date	Invoice #
06/22/2015	7656
Terms	Due Date
See below	06/21/2016

## Bill To

Schneider Wallace Cottrell  
Brayton Konecky LLP  
Ste 2000  
180 Montgomery St  
San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

[illegible]

**Domestic Wire Transfer information:**  
**Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416**  
**651-289-2222 phone 651-289-0200 fax**  
**Alloy Group LLC ABA Routing: 091017196 - Acct: 036780**  
**Federal ID#: 46-4654867**

**TOKUTOMI & ASSOCIATES  
LORI K. TOKUTOMI  
CERTIFIED SHORTHAND REPORTERS  
3220 ALHAMBRA AVENUE  
MARTINEZ, CALIFORNIA 94553  
(650) 291-7823  
ONTHERECORD1@GMAIL.COM**

**To:** Schneider, Wallace, Cottrell, Konecky & Wotkyns  
Mark T. Johnson, Attorney at Law  
180 Montgomery Street, Suite 2000  
San Francisco, CA 94104

**Date:** June 23, 2015  
**Invoice No:** 8135

**RE:** Thomas Carnes, et al., vs Atria Senior Living

**Date Taken:** June 5, 2015

**Deposition of:**

Michelle Damante	Original + 1 Copy	\$ 455.40
Reporter's Certificate		30.00
Per Diem		100.00
ASCII/Condensed/Index		30.00
Exhibits		4.40
Delivery/handling (includes sealed Original)		30.00
		<hr/>
Total Due Upon Receipt		\$ 649.80

Reported by: Danielle Miske, CSR 9545

Thank you



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
06/30/2015	7664
Terms	Due Date
See below	06/29/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
06/30/2015	Carnes v Atria Monthly Hosting - June, 2015 \$1338.60 due now - \$2572.65 deferred			
06/30/2015	Relativity (Basic) per GB	44.3	37.50	1,661.25
06/30/2015	User-Relativity per user	10	225.00	2,250.00
Total				\$3,911.25

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780  
 Federal ID#: 46-4654867





Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
06/30/2015	7667
Terms	Due Date
See below	06/29/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
06/30/2015	Carnes v Atria Ingestion \$22.50 due now - \$90.00 deferred	0.5	225.00	112.50
06/30/2015	Tech time - Tier 1 per hour			
Domestic Wire Transfer information:		Total		\$112.50

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780  
 Federal ID#: 46-4654867



Usage Type Desc	Client	User Name	Contact ID Day	Special Off Database	Transaction	Docs/Lines	Connect	TI	Special Pri	Tax Amount	Total Charge
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER A	13538201	06/02/2015	Included	0	0	0	59.45	0.00	59.45
Totals for Day	101050	UHROWCZIK,JENNIFER A	13538201	06/02/2015		40	0	0	59.45	0.00	59.45
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER A	13538201	06/24/2015	Included	0	0	0	9.49	0.00	9.49
Totals for Day	101050	UHROWCZIK,JENNIFER A	13538201	06/24/2015		3	0	0	9.49	0.00	9.49
Totals for Spec Offer	101050	UHROWCZIK,JENNIFER A	13538201	06/26/2015	Included	0	0	0	6.37	0.00	6.37
Totals for Day	101050	UHROWCZIK,JENNIFER A	13538201	06/26/2015		3	0	0	6.37	0.00	6.37
Totals for User	101050	UHROWCZIK,JENNIFER A	13538201			46	0	0	75.31	0.00	75.31
Totals for Client	101050	UHROWCZIK,JENNIFER A	13538201			46	0	0	75.31	0.00	75.31



Invoice Number	Invoice Date	Account Number	Page
5-098-38629	Jul 17, 2015		1 of 4

FedEx Tax ID: 71-0427007

**Billing Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Shipping Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: (800) 622-1147  
M-F 7 AM to 8 PM CST  
Sa 7 AM to 6 PM CST  
Fax: (800) 548-3020  
Internet: www.fedex.com

**Invoice Summary Jul 17, 2015****FedEx Express Services**

Transportation Charges  
Earned/Grace Discount  
Bonus Discounts  
Special Handling Charges  
Total Charges

USD

**TOTAL THIS INVOICE****USD**

You saved \$49.04 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL:  
<https://www.fedex.com/EarnedDiscounts/>.

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx.  
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☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-098-38629		

**Remittance Advice****Your payment is due by Aug 01, 2015**

229112265098386294800000961987

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804



FedEx  
P.O. Box 7221  
Pasadena CA 91109-7321

**Invoice Number**

5-098-38629

**Invoice Date**

Jul 17, 2015

**Account Number**

Page

3 of 4

**FedEx Express Shipment Detail By Payor Type (Original)**

<b>Ship Date:</b> Jul 08, 2015		<b>Cust. Ref.:</b> 101050	<b>Ref.#2:</b>
<b>Payor:</b> Shipper		<b>Ref.#3:</b>	
<p>The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 362.24</p> <p>Fuel Surcharge - FedEx has applied a fuel surcharge of 4.00% to this shipment.</p> <p>Distance Based Pricing, Zone 7</p>			
<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	774010495850	Sintia S Saenz	Ben Sexton
<b>Service Type</b>	FedEx 2Day A.M.	Schneider Wallace Cottrell Kon	Alloy Group
<b>Package Type</b>	FedEx Envelope	2000 Powell Street	Two Appletree Square, Suite 23
<b>Zone</b>	07	EMERYVILLE CA 94608 US	MINNEAPOLIS MN 55425 US
<b>Packages</b>	1		
<b>Rated Weight</b>	N/A	<b>Transportation Charge</b>	25.03
<b>Delivered</b>	Jul 10, 2015 09:37	<b>Automation Bonus Discount</b>	-2.50
<b>Svc Area</b>	A1	<b>Earned Discount</b>	-5.76
<b>Signed by</b>	C.REIDEL	<b>Fuel Surcharge</b>	0.67
<b>FedEx Use</b>	000000000/0000007/_	<b>Total Charge</b>	<b>USD \$17.44</b>



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
07/30/2015	7704
Terms	Due Date
See below	07/29/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
07/30/2015	Carnes v Atria Ingestion \$11.25 due now - \$45.00 deferred			
07/30/2015	Tech time - Tier 1 per hour	0.25	225.00	56.25
Total				\$56.25

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780

# Invoice

Bill To

---

Schneider Wallace Cottrell  
Brayton Konecky LLP  
Ste 2000  
180 Montgomery St  
San Francisco, CA 94104

**Domestic Wire Transfer information:**  
**Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416**  
**651-289-2222 phone 651-289-0200 fax**  
**Alloy Group LLC ABA Routing: 091017196 - Acct: 036780**



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202

(612)328-9920

## Invoice

Date	Invoice #
07/30/2015	7731
Terms	Due Date
See below	07/29/2016

### Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
07/30/2015	Carnes v Atria Monthly Hosting - July, 2015 \$1869.20 due now - \$3515.80 deferred			
07/30/2015	Relativity (Basic) per GB	59.6	37.50	2,235.00
07/30/2015	User-Relativity per user	14	225.00	3,150.00
07/30/2015	Users: sarah@stebnerassociates.com, sahmadian@mckennalong.com, mthamer@trinityinstitute.com, kellis@janssenlaw.com, kflick@mckennalong.com, chealey@mckennalong.com, tneedham@janssenlaw.com, tmyrick@mckennalong.com, smohney@mckennalong.com, smccoy@mckennalong.com, myarnall@janssenlaw.com, michael.potere@dentons.com, andy.jinnah@dentons.com, sgordon@schneiderwallace.com			
			Total	\$5,385.00

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780





Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
07/30/2015	7732
Terms	Due Date
See below	07/29/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
07/30/2015	Carnes v Atria Import load file: ATRIA 081097 - ATRIA 097674 ATRIA 067975 - ATRIA 098135 ATRIA 098136 - ATRIA 200311 \$33.75 due now - \$135.00 deferred			
07/30/2015	Tech time - Tier 1 per hour	0.75	225.00	168.75
Total				\$168.75

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Invoice Number	Invoice Date	Account Number	Page
5-134-73716	Aug 21, 2015		1 of 5

FedEx Tax ID: 71-0427007

**Billing Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Shipping Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: (800) 622-1147  
M-F 7 AM to 8 PM CST  
Sa 7 AM to 6 PM CST  
Fax: (800) 548-3020  
Internet: www.fedex.com

**Invoice Summary Aug 21, 2015****FedEx Express Services**

Transportation Charges  
Base Discount  
Earned/Grace Discount  
Bonus Discounts  
Special Handling Charges  
Return Surcharges

Total Charges	USD	\$
<b>TOTAL THIS INVOICE</b>	<b>USD</b>	<b>\$</b>

You saved \$101.54 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL:  
<https://www.fedex.com/EarnedDiscounts/>.

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx.  
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Invoice Number	Account Number	Amount Due
5-134-73716		USD .

**Remittance Advice****Your payment is due by Sep 05, 2015**

229112265134737161000001478435

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804



FedEx  
P.O. Box 7221  
Pasadena CA 91109-7321

**Invoice Number**

5-134-73716

**Invoice Date**

Aug 21, 2015

**Account Number**

Page

4 of 5

**Ship Date:** Aug 14, 2015**Cust. Ref.:** 101050**Ref.#2:****Payor:** Shipper**Ref.#3:**

Fuel Surcharge - FedEx has applied a fuel surcharge of 3.00% to this shipment.

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 375.96

Distance Based Pricing, Zone 7

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	774291357650	Sintia S Saenz	Ben Sexton
<b>Service Type</b>	FedEx 2Day A.M.	Schneider Wallace Cottrell Kon	Alloy Group
<b>Package Type</b>	FedEx Envelope	2000 Powell Street	Two Appletree Square, Suite 23
<b>Zone</b>	07	EMERYVILLE CA 94608 US	MINNEAPOLIS MN 55425 US
<b>Packages</b>	1		
<b>Rated Weight</b>	N/A	Transportation Charge	25.03
<b>Delivered</b>	Aug 18, 2015 10:04	Automation Bonus Discount	-2.50
<b>Svc Area</b>	A1	Fuel Surcharge	0.50
<b>Signed by</b>	L.LOMBARD	Earned Discount	-5.76
<b>FedEx Use</b>	000000000/0000007/_	<b>Total Charge</b>	<b>USD \$17.27</b>



Invoice Number	Invoice Date	Account Number	Page
5-127-23115	Aug 14, 2015		1 of 5

FedEx Tax ID: 71-0427007

**Billing Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Shipping Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: (800) 622-1147  
M-F 7 AM to 8 PM CST  
Sa 7 AM to 6 PM CST  
Fax: (800) 548-3020  
Internet: www.fedex.com

**Invoice Summary Aug 14, 2015****FedEx Express Services**

Transportation Charges  
Base Discount  
Earned/Grace Discount  
Bonus Discounts  
Special Handling Charges  
Return Surcharges

Total Charges USD  
**TOTAL THIS INVOICE USD**

You saved \$77.38 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL:  
<https://www.fedex.com/EarnedDiscounts/>.

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx.  
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Invoice Number	Account Number	Amount Due
5-127-23115		

**Remittance Advice**

**Your payment is due by Aug 29, 2015**

229112265127231156000001447170

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804



FedEx  
P.O. Box 7221  
Pasadena CA 91109-7321

**Invoice Number**

5-127-23115

**Invoice Date**

Aug 14, 2015

**Account Number**

Page

4 of 5

**Ship Date:** Aug 10, 2015**Cust. Ref.:** 101050**Ref.#2:****Payor:** Shipper**Ref.#3:**

Fuel Surcharge - FedEx has applied a fuel surcharge of 3.00% to this shipment.

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 375.96

Distance Based Pricing, Zone 7

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	774239905562	Sintia S Saenz	Ben Sexton
<b>Service Type</b>	FedEx 2Day A.M.	Schneider Wallace Cottrell Kon	Alloy Group
<b>Package Type</b>	FedEx Envelope	2000 Powell Street	Two Appletree Square, Suite 23
<b>Zone</b>	07	EMERYVILLE CA 94608 US	MINNEAPOLIS MN 55425 US
<b>Packages</b>	1		
<b>Rated Weight</b>	N/A	Transportation Charge	25.03
<b>Delivered</b>	Aug 12, 2015 09:57	Fuel Surcharge	0.50
<b>Svc Area</b>	A1	Automation Bonus Discount	-2.50
<b>Signed by</b>	R.SEXTON	Earned Discount	-5.76
<b>FedEx Use</b>	000000000/0000007/_	<b>Total Charge</b>	<b>USD \$17.27</b>



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7777
Terms	Due Date
See below	08/30/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Carnes v Atria Monthly Hosting - August, 2015 \$2685.64 due now - \$5295.11 deferred			
08/31/2015	Relativity (Basic) per GB	92.82	37.50	3,480.75
08/31/2015	User-Relativity per user	20	225.00	4,500.00
08/31/2015	Users: sarah@stebnerassociates.com, sahmadian@mckennalong.com, mthamer@trinityinstitute.com, kellis@janssenlaw.com, kflick@mckennalong.com, chealey@mckennalong.com, tneedham@janssenlaw.com, tmyrick@mckennalong.com, smohney@mckennalong.com, smccoy@mckennalong.com, myarnall@janssenlaw.com, michael.potere@dentons.com, andy.jinnah@dentons.com, sgordon@schneiderwallace.com, afton.patterson@dentons.com, kathryn.howard@dentons.com, laura.hinchey@dentons.com, stephanie.l.williams@dentons.com, tlloyd@schneiderwallace.com, wendy.armstrong@dentons.com			
			Total	\$7,980.75

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7778
Terms	Due Date
See below	08/30/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Carnes v Atria Document splitting \$11.25 due now - \$45.00 deferred			
08/31/2015	Tech time - Tier 1 per hour	0.25	225.00	56.25
Total				\$56.25

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7779
Terms	Due Date
See below	08/30/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Carnes v Atria Process, OCR and import - ATRIA000001-ATRIA000283 ATRIA201850 \$12.00 due now - \$47.63 deferred			
08/31/2015	Tech time - Tier 1 per hour	0.25	225.00	56.25
08/31/2015	Processing - Intake based per GB	0.015	225.00	3.38
Total				\$59.63

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780





Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7780
Terms	Due Date
See below	08/30/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Carnes v Atria Import load files - ATRIA375078-ATRIA477199 ATRIA477200-ATRIA496871 \$22.50 due now - \$90.00 deferred			
08/31/2015	Tech time - Tier 1 per hour	0.5	225.00	112.50
Total				\$112.50

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7781
Terms	Due Date
See below	08/30/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Carnes v Atria Manual document splitting and merging project ATRIA717-1020 \$67.50 due now - \$270.00 deferred			
08/31/2015	Tech time - Tier 1 per hour	1.5	225.00	337.50
Total				\$337.50

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7782
Terms	Due Date
See below	08/30/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Carnes v Atria Import load files ATRIA200312-ATRIA201849 ATRIA201851-ATRIA294193 ATRIA080312-ATRIA080852 ATRIA294194-ATRIA375077 \$56.25 due now - \$225.00 deferred	1.25	225.00	281.25
08/31/2015	Tech time - Tier 1 per hour			
Total				\$281.25

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
08/31/2015	7775
Terms	Due Date
Net 30	09/30/2015

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338000	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
08/31/2015	Internal Users - August, 2015	4	225.00	900.00
08/31/2015	User-Relativity per user			
08/31/2015	Users: ssaenz@schneiderwallace.com, tschneider@schneiderwallace.com, jrose@schneiderwallace.com, rsteyer@schneiderwallace.com			
				</

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780

**WESTERN  
MESSENGER**  
VOTED BEST MESSENGER SERVICE  
2010, Recorder Newspaper

INVOICE NUMBER	CUSTOMER NUMBER	INVOICE DATE	INVOICE AMOUNT
1156696		9/09/15	

IF ORDERING (415)487-4100 BILLING DEPT 415-487-4277

WESTERN MESSENGER SERVICE, INC  
75 Columbia Square  
San Francisco, CA 94103-4015

CUSTOMER NUMBER	INVOICE NUMBER
	1156696
INVOICE DATE	PAGE
9/09/15	1

SCHNEIDER WALLACE CATTRELL KONECKY  
& WATKYN LLP // JOHN HWANG  
2000 POWELL STREET STE 1400  
EMERYVILLE CA 94608

# INVOICE

FOR CUSTOMER SERVICES:  
415-487-4100  
FOR BILLING QUESTIONS:  
Accounting 415-487-4277  
Fax 415-522-1847  
Federal Tax I.D. #94-2598676  
E-Mail ar@westernmessenger.com

DATE	CONTROL NO.	ORDERED BY TIME CALLED	SV-TY DR#	DESCRIPTION	CHARGES
9/03/15	3121728	SAM 21:44	RSH 989	From: SCHNEIDER WALLACE CATTRELL KON 2000 POWELL STREET To: USDC-SAN FRAN-NEW FILING 450 GOLDEN GATE AVENUE 101050 EMERYVILLE SAN FRANCISCO	40.75
Total					

**PACER**

Public Access to Court Electronic Records

**INVOICE**

Invoice Date: 07/07/2015

Usage From: 04/01/2015

to: 06/30/2015

**Account Summary****Pages:**

Rate:

Subtotal:

**Audio Files:**

Rate:

Subtotal:

**Current Billed Usage:****Previous Balance:**

Current Balance:

**Total Amount Due:** ➔**NextGen CM/ECF**

In the coming months, some courts will be preparing to implement the next generation (NextGen) CM/ECF system. To learn more about NextGen CM/ECF, and how it may affect you and your firm/office, visit the NextGen information page at [pacer.gov/nextgen](http://pacer.gov/nextgen).

- **NextGen Help** ([pacer.gov/nextgen](http://pacer.gov/nextgen)): Provides general information about NextGen conversion
- **Electronic Learning Modules** ([pacer.gov/ecfcbt/cso/index.html](http://pacer.gov/ecfcbt/cso/index.html)): Provides user training for new NextGen features
- **NextGen CM/ECF FAQs** ([pacer.gov/psc/hfaq.html](http://pacer.gov/psc/hfaq.html)): Answers common NextGen-related questions
- **Court Links** ([pacer.gov/psco/cgi-bin/links.pl](http://pacer.gov/psco/cgi-bin/links.pl)): Lists all courts and notes NextGen CM/ECF-converted courts

**Account #:****Invoice #:** 2637106-Q22015**Due Date:** 08/07/2015**Amount Due:****Contact Us**

San Antonio: (210) 301-6440  
Toll Free: (800) 676-6856  
Hours: 8 am - 6 pm CT M-F  
[pacer@psc.uscourts.gov](mailto:pacer@psc.uscourts.gov)

See [www.pacer.gov/billing](http://www.pacer.gov/billing) for detailed billing transactions, instructions for disputing transactions, FAQs and more.

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**PACER**

Public Access to Court Electronic Records

**Account #****Due Date****Amount Due**

08/07/2015

Auto Bill

Do not send cash. Make checks or money orders drawn on a U.S. Bank in U.S. dollars payable to: PACER Service Center. Include your account ID on the check or money order.

This account is registered for automatic billing. The total amount due, \$1,964.40, will be charged to the credit card on file up to 7 days before the due date. Charges will appear on your credit card statement as: PACER 800-676-6856 IR.

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Schneider Wallace Cottrell Konecky Wotkyns  
Todd M Schneider  
180 Montgomery St  
Suite 2000  
San Francisco, CA 94104

PACER Service Center  
P.O. Box 71364  
Philadelphia, PA 19176-1364

<u>Login</u>	<u>Court</u>	<u>Date</u>	<u>Client Code</u>	<u>Pages</u>	<u>Audio</u>	<u>Cost</u>
2637106	00PCL	06/03/2011	101050	2	0	\$0.20
2637106	CANDC	04/06/2011	101050	16	0	\$1.60
2637106	CANDC	06/03/2011	101050	16	0	\$1.60
2637106	CANDC	06/04/2011	101050	13	0	\$1.30
2637106	CANDC	06/05/2011	101050	3	0	\$0.30
<b>Total</b>						<u>\$5.00</u>

**TOKUTOMI & ASSOCIATES  
LORI K. TOKUTOMI  
CERTIFIED SHORTHAND REPORTERS  
3220 ALHAMBRA AVENUE  
MARTINEZ, CALIFORNIA 94553  
(650) 291-7823  
ONTHERECORD1@GMAIL.COM**

**To:** Schneider, Wallace, Cottrell, Konecky & Wotkins  
Mark T. Johnson, Attorney at Law  
180 Montgomery Street, Suite 2000  
San Francisco, CA 94104

**Date:** September 15, 2015  
**Invoice No:** 8157

**RE:** Thomas Carnes, et al., vs Atria Senior Living

**Date Taken:** August 21, 2015

**Deposition of:**

Bryan Chamberlain	Original + 1 Copy	\$ 826.50
Reporter's Certificate		30.00
Per Diem		150.00
ASCII/Condensed/Index		30.00
Exhibits		159.20
Delivery/handling (includes sealed Original)		30.00
		<hr/>
Total Due Upon Receipt		\$ 1,225.70

Reported by: Kellie Summers, CSR 9686

Thank you



**Absolute<sup>GS</sup>**

PLEASE REMIT PAYMENT TO:  
 234 Bush Street  
 San Francisco, CA 94104  
 Phone: (415) 391-0574

Invoice Date:	Invoice #
9/28/2015	1509-2946

<b>Bill To:</b>
Schneider Wallace Cottrell Konecky LLP 2000 Powell St., Ste. 1400 Emeryville, CA 94608

<b>Ship To:</b>

Reference	Terms	Rep	Job Received	Requested By	
CARNES	Due on rec...	OB	9/25/2015	John Hwang	
Quantity	Item Code	Description		Price Each	Amount
20,503	Blowbacks ...	BLOWBACKS (B&W) 3 Hours Techtime For File Download Included		0.09	1,845.27
				Subtotal \$1,845.27	
				Sales Tax (8.75%) \$161.46	
				Total \$2,006.73	
				Payments/Credits \$0.00	
				Balance Due \$2,006.73	
Signature: _____			Date: ____/____/____		

Phone # 415.391.0574

Fax # 415.391.2344

www.absoluteGS.com

Absolute Graphic Solutions, 234 Bush Street, San Francisco CA 94104



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202

(612)328-9920

# Invoice

Date	Invoice #
09/29/2015	7824
Terms	Due Date
See below	09/28/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

		Contract #	Matter #	Client Contact
		SCH001	338012	Todd Schneider
Date	Service Description	Quantity	Rate	Amount
09/29/2015	Carnes v Atria Monthly Hosting - September, 2015 \$2689.90 due now - \$5370.73 deferred			
09/29/2015	Relativity (Basic) per GB	94.95	37.50	3,560.63
09/29/2015	User-Relativity per user	20	225.00	4,500.00
09/29/2015	Users: sarah@stebnerassociates.com, sahmadian@mckennalong.com, mthamer@trinityinstitute.com, kellis@janssenlaw.com, kflick@mckennalong.com, chealey@mckennalong.com, tneedham@janssenlaw.com, tmyrick@mckennalong.com, smohney@mckennalong.com, smccoy@mckennalong.com, myarnall@janssenlaw.com, michael.potere@dentons.com, andy.jinnah@dentons.com, sgordon@schneiderwallace.com, afton.patterson@dentons.com, kathryn.howard@dentons.com, laura.hinchey@dentons.com, stephanie.l.williams@dentons.com, tlloyd@schneiderwallace.com, wendy.armstrong@dentons.com			
			Total	\$8,060.63

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
09/29/2015	7825
Terms	Due Date
See below	09/28/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
09/29/2015	Carnes v Atria Export Hot Docs to PDF. Setup FTP access \$33.75 due now - \$135.00 deferred			
09/29/2015	Tech time - Tier 1 per hour	0.75	225.00	168.75
Total				\$168.75

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
09/29/2015	7822
Terms	Due Date
Net 30	10/29/2015

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338000	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
09/29/2015	Internal Users - September 2015			
09/29/2015	User-Relativity per user	2	225.00	450.00
09/29/2015	Users: ssaenz@schneiderwallace.com, tschneider@schneiderwallace.com			
			Total	\$450.00

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780

ACCT#

SCHNEIDER WALLACE COTTRELL ET AL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

\_\_\_\_\_

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A

INVOICE #	832654246
INVOICE DATE	10/01/2015
ACCOUNT #	
VENDOR #	41-1426973
VAT REG#	EU826006554

WEST INFORMATION CHARGES  
SEP 01, 2015 - SEP 30, 2015

AMOUNT DUE IN USD  
DUE DATE 10/31/2015  
AMOUNT ENCLOSED IN USD

Thomson Reuters - West  
Payment Center  
P.O. Box 6292  
Carol Stream, IL 60197-6292

SCHNEIDER WALLACE COTTRELL ET AL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

[illegible]

Client CARNES			
Totals for included	78.66 USD	0.00 USD	78.66 USD
Totals for Client CARNES	78.66 USD	0.00 USD	78.66 USD



Invoice Number	Invoice Date	Account Number	Page
5-200-77980	Oct 23, 2015		1 of 4

FedEx Tax ID: 71-0427007

**Billing Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Shipping Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: (800) 622-1147

M-F 7 AM to 8 PM CST  
Sa 7 AM to 6 PM CST

Fax: (800) 548-3020

Internet: www.fedex.com

**Invoice Summary Oct 23, 2015****FedEx Express Services**

Transportation Charges  
Base Discount  
Earned/Grace Discount  
Bonus Discounts  
Special Handling Charges  
Return Surcharges  
Total Charges

USD

**TOTAL THIS INVOICE**

USD

You saved \$55.68 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL:  
<https://www.fedex.com/EarnedDiscounts/>.

Tendered Date is the date the shipper gave possession of the shipment to FedEx and is used for rate calculations and currency conversions.

Ship Date is the date for start of transit time

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx.  
Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-200-77980	2291-1226-0	USD \$125.36

**Remittance Advice**

Your payment is due by Nov 07, 2015

229112265200779808300001053536

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804



FedEx  
P.O. Box 7221  
Pasadena CA 91109-7321



Invoice Number	Invoice Date	Account Number	Page
5-200-77980	Oct 23, 2015		3 of 4

Ship Date: Oct 15, 2015

Cust. Ref.: 101050

Ref.#2:

Payor: Shipper

Ref.#3:

Tendered Date: Oct 14, 2015

The Earned Discount for this Tendered Date has been calculated based on a revenue threshold of \$ 367.04

Fuel Surcharge - FedEx has applied a fuel surcharge of 1.00% to this shipment.

Distance Based Pricing, Zone 7

Automation	INET	<b>Sender</b>	<b>Recipient</b>	
Tracking ID	774743374805	Sintia S Saenz	Ben Sexton	
Service Type	FedEx Priority Overnight	Schneider Wallace Cottrell Kon	Alloy Group	
Package Type	FedEx Envelope	2000 Powell Street	Two Appletree Square, Suite 23	
Zone	07	EMERYVILLE CA 94608 US	MINNEAPOLIS MN 55425 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		36.70
Delivered	Oct 16, 2015 09:43	Automation Bonus Discount		-3.67
Svc Area	A1	Earned Discount		-9.18
Signed by	N.PATRICK	Fuel Surcharge		0.24
FedEx Use	000000000/0000241/_	<b>Total Charge</b>	<b>USD</b>	<b>\$24.09</b>





Invoice Number	Invoice Date	Account Number	Page
5-200-77980	Oct 23, 2015	0001 1000 0	4 of 4

<b>Ship Date:</b> Oct 19, 2015		<b>Cust. Ref.:</b> 101050	<b>Ref.#2:</b>
<b>Payor:</b> Shipper		<b>Ref.#3:</b>	
Fuel Surcharge - FedEx has applied a fuel surcharge of 1.00% to this shipment. The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 375.54 Distance Based Pricing, Zone 7			
<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	774775016410	Sintia S Saenz	Ben Sexton
<b>Service Type</b>	FedEx Priority Overnight	Schneider Wallace Cottrell Kon	Alloy Group
<b>Package Type</b>	FedEx Envelope	2000 Powell Street	Two Appletree Square, Suite 23
<b>Zone</b>	07	EMERYVILLE CA 94608 US	MINNEAPOLIS MN 55425 US
<b>Packages</b>	1		
<b>Rated Weight</b>	N/A	Transportation Charge	36.70
<b>Delivered</b>	Oct 20, 2015 09:43	Fuel Surcharge	0.24
<b>Svc Area</b>	A1	Earned Discount	-9.18
<b>Signed by</b>	B.SEXTON	Automation Bonus Discount	-3.67
<b>FedEx Use</b>	000000000/0000241/	<b>Total Charge</b>	<b>USD \$24.09</b>
<b>Shipper Subtotal</b>			<b>USD</b>
<b>Total FedEx Express</b>			<b>USD</b>



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
10/30/2015	7903
Terms	Due Date
See below	10/29/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
10/30/2015	Carnes v Atria Monthly Hosting - October, 2015 \$2705.60 due now - \$5649.40 deferred			
10/30/2015	Relativity (Basic) per GB	102.8	37.50	3,855.00
10/30/2015	User-Relativity per user	20	225.00	4,500.00
10/30/2015	Users: sarah@stebnerassociates.com, sahmadian@mckennalong.com, mthamer@trinityinstitute.com, kellis@janssenlaw.com, kflick@mckennalong.com, chealey@mckennalong.com, tneedham@janssenlaw.com, tmyrick@mckennalong.com, smohney@mckennalong.com, smccoy@mckennalong.com, myarnall@janssenlaw.com, michael.potere@dentons.com, andy.jinnah@dentons.com, sgordon@schneiderwallace.com, afton.patterson@dentons.com, kathryn.howard@dentons.com, laura.hinchey@dentons.com, stephanie.l.williams@dentons.com, tlloyd@schneiderwallace.com, wendy.armstrong@dentons.com			
			Total	\$8,355.00

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
10/30/2015	7904
Terms	Due Date
See below	10/29/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
10/30/2015	Carnes v Atria Export multiple page docs and split into single page load files. Load into folder structure per instructions. Work performed 10/28/15 \$90.00 due now - \$360.00 deferred			
10/30/2015	Tech time - Tier 1 per hour	2	225.00	450.00
Total				\$450.00

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
10/30/2015	7911
Terms	Due Date
See below	10/29/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
10/30/2015	Carnes v Atria Processing DSS files. Load creation. Ingestion in Relativity. Work performed 10/20/15, 10/21/15 \$211.50 due now - \$751.50 deferred			
10/30/2015	Tech time - Tier 1 per hour	0.5	225.00	112.50
10/30/2015	Processing - Intake based per GB	3.78	225.00	850.50
Total				\$963.00

Domestic Wire Transfer information:  
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 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
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 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
10/30/2015	7912
Terms	Due Date
See below	10/29/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
10/30/2015	Carnes v Atria Processing DSS files. Load file creation. Ingestion in Relativity. Work performed 10/16/15 \$80.00 due now - \$291.25 deferred			
10/30/2015	Tech time - Tier 1 per hour	0.5	225.00	112.50
10/30/2015	Processing - Intake based per GB	1.15	225.00	258.75
Total				\$371.25

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# Invoice

Date	Invoice #
10/30/2015	7901
Terms	Due Date
Net 30	11/29/2015

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338000	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
10/30/2015	Internal Users - October 2015	2	225.00	450.00
10/30/2015	User-Relativity per user			
10/30/2015	Users: ssaenz@schneiderwallace.com, tschneider@schneiderwallace.com			
			</	

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
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**PACER**

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Invoice Date: 10/07/2015

Usage From: 07/01/2015 to: 09/30/2015

**Account Summary****Pages:**

Rate:

Subtotal:

**Audio Files:**

Rate:

Subtotal:

**Current Billed Usage:****Previous Balance:**

Current Balance:

**Total Amount Due:** ➔**NextGen CM/ECF**

In August, the Kansas District and Alaska Bankruptcy courts implemented the next generation (NextGen) CM/ECF system. Throughout fall 2015, several other courts plan to convert to the new system. monitor your court's website for additional information. To learn more about NextGen CM/ECF, and how it may affect you and your firm/office, visit the NextGen information page at [pacer.gov/nextgen](http://pacer.gov/nextgen).

- **NextGen Help** ([pacer.gov/nextgen](http://pacer.gov/nextgen)): Provides general information about NextGen conversion
- **Electronic Learning Modules** ([pacer.gov/ecfcbt/cso/index.html](http://pacer.gov/ecfcbt/cso/index.html)): Provides user training for new NextGen features
- **NextGen CM/ECF FAQs** ([pacer.gov/psc/hfaq.html](http://pacer.gov/psc/hfaq.html)): Answers common NextGen-related questions

**Account #:****Invoice #:** 2637106-Q32015**Due Date:** 11/09/2015**Amount Due:****Contact Us**

San Antonio: (210) 301-6440  
Toll Free: (800) 676-6856  
Hours: 8 am - 6 pm CT M-F  
[pacer@psc.uscourts.gov](mailto:pacer@psc.uscourts.gov)

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Account #

Due Date

Amount Due

11/09/2015

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This account is registered for automatic billing. The total amount due, \$2,204.90, will be charged to the credit card on file up to 7 days before the due date. Charges will appear on your credit card statement as: PACER 800-676-6856 IR.

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Schneider Wallace Cottrell Konecky Wotkins  
Todd M Schneider  
180 Montgomery St  
Suite 2000  
San Francisco, CA 94104

PACER Service Center  
P.O. Box 71364  
Philadelphia, PA 19176-1364

Sum of Cost	
Client Code	Total
101050	10.6 Carnes
1-1050	0.9 Carnes
CARNES	0.9





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 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
11/16/2015	7914
Terms	Due Date
See below	11/15/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
11/16/2015	Carnes v Atria Export - Process, OCR, Export Plaintiff production. Work performed 11/12/15. \$52.75 due now - \$201.50 deferred			
11/16/2015	Tech time - Tier 1 per hour	0.75	225.00	168.75
11/16/2015	Processing - Intake based per GB	0.38	225.00	85.50
Total				\$254.25

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Alloy Group LLC  
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 (612)328-9920

# Invoice

Date	Invoice #
11/29/2015	7923
Terms	Due Date
Net 30	12/29/2015

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

		Contract #	Matter #	Client Contact
		SCH001	338000	Todd Schneider
Date	Service Description	Quantity	Rate	Amount
11/29/2015	Internal Users - November 2015	2	225.00	450.00
11/29/2015	User-Relativity per user			
11/29/2015	Users: ssaenz@schneiderwallace.com, tschneider@schneiderwallace.com			

Domestic Wire Transfer information:  
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 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780